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The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.  
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# The Solicitors' Journal and Reporter.

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## CURRENT TOPICS.

THE PARLICAL proceedings in the House of Lords over the Land Transfer Bill have advanced another stage. On Thursday last week the Bill was run through Committee, and was reported without amendment to the House. The third reading will of course be taken with the same automatic promptitude, and then we shall be face to face with its introduction into the House of Commons. It may be presumed that the Council of the Incorporated Law Society are alive to the probability that the same tactics will be attempted in that House.

SIR FRANCIS JEUNE on Thursday last resumed his duties as President of the Probate, Divorce, and Admiralty Division after an absence of upwards of a fortnight through illness.

NEXT WEEK Mr. Justice STIRLING will commence on Tuesday the hearing of witness actions, and, with the exception of Monday, the 1st of April, will continue the same up to and including Thursday, the 4th of April, and on Thursday, the 28th inst., his motions will be heard by Mr. Justice KEKEWICH.

THE ASSIDUOUS care with which Mr. Justice KEKEWICH has persevered with the hearing of witness actions during the present sittings has resulted in very nearly exhausting the list of these actions in his cause book. Not only has this learned judge cleared off the whole of those witness actions which were in the printed list at the commencement of the sittings, but he has also disposed of many which have been set down since.

WE BELIEVE that the statement which has appeared in some of the daily papers that Mr. Justice CHITTY had returned to town and would shortly resume his seat on the bench is not correct. At the time of writing, we believe that no official intimation has been received as to the return of the learned judge, and it is announced that on Saturday, the 23rd inst., "the petitions standing in Mr. Justice CHITTY's list will be taken by Mr. Justice ROMER."

WE PRINT elsewhere a letter from an esteemed correspondent, in which he makes an important suggestion for securing all the advantages which are seriously claimed for a public trustee without incurring the expense of establishing a new official department. Consciously or unconsciously he has worked on the lines of a remark made by Lord Justice LINDLEY in the course of his evidence before the Select Committee. The public trustee, according to this competent authority, should be an official of the Chancery Division, and not an independent Government department. Our correspondent, "H," suggests that he should be the Paymaster-General of the High Court, and he gives reasons for the suggestion which are well worthy of consideration. It seems to be admitted that the functions of a public trustee are necessarily limited. He will not take property to which personal liability attaches. In New Zealand, as we have noticed elsewhere, he has done so, and the public funds have suffered in consequence. He will not accept difficult trusts, and though perhaps he might perform the functions of an executor, yet it is obviously desirable, in the interest of the family of the deceased, that he should not. The chief

reason urged for the appointment of a public trustee is the safety of the trust funds. The cases in which such an official could, without grave inconvenience, replace private trustees are those where the trust estate has been realized, and there is little to do except for the tenant for life to receive the income, and to signify his wishes as to the change of investments. Our correspondent suggests that for such cases the Paymaster-General's office furnishes all the necessary facilities. In the case of a settlement, trust funds could be transferred to him to hold upon the trusts of the settlement. In the case of a will, the executors would realize the estate and pay over to him either specific funds or the residue, as the case might be, to hold upon the trusts declared by the will. A similar procedure could be applied in the case of real estate. The property would be vested in the Paymaster-General, the management of it being ordinarily left to the tenant for life. Any difficulties arising in the course of the trust would be settled by a summons in chambers, and an order could at once be made on which the Paymaster-General would act. The plan has the great advantage of utilizing existing machinery, and it would meet the cases in which there is any ground for the intervention of a public official. Settlers and testators who could not find trustees would have the Paymaster-General at their disposal, and he would be available for persons who go in fear of the fraudulent abstraction of the trust funds. A reforming [or shall we say revolutionary?] Lord Chancellor and ex-Lord Chancellor might do worse than accept our correspondent's scheme as adequately attaining the ends they have in view.

AMONG THE many decisions on matters of procedure which have from time to time been produced by the case of *Hood-Barre v. Cathcart*, there is one which bids fair to bring about some material alteration of the work of judge's chambers. The work of the judge in chambers on the Queen's Bench side is performed in a summary, not to say perfunctory, manner. The system under which the judge works renders careful consideration of any matter brought before him almost, if not quite, impossible. All day long the judge is meeting pressure, and working his way through a heavy list with a consciousness in his mind that he must get through his work quickly, because delay on his part means loss of time and money and other appointments to a number of counsel and solicitors who are waiting. This has not worked so badly as one would suppose, because there has been a kind of safety-valve which the Court of Appeal, or to be precise, the Judicature (Procedure) Act, 1894, as interpreted by the Court of Appeal, has taken away. So long as the judge in chambers was dealing with appeals and applications to which the summary method could be safely applied, the more rapid he was the better for all parties. Every now and then a question was raised before him which clearly needed to be properly argued, and in such cases the judge referred the matter to the court. The case was thereupon taken to the Divisional Court to be heard. This power of reference to the court of difficult or complicated questions is no longer permissible. In *Hood-Barre v. Cathcart* (ante, p. 282) the Court of Appeal held that, since the Judicature (Procedure) Act, 1894, this power had ceased to exist, so far as regards those cases in which under the Act appeal lay direct to the Court of Appeal. The judge in chambers is bound to give a decision, though only a formal one, and the parties can appeal to the Court of Appeal. The importance of the decision above referred to lies in the fact that the judge in chambers is deprived of the power of refusing to give a decision on a case which he feels ought to be decided only after argument in court. Why should he be compelled to decide a case which he feels it impossible for him to decide except on materials which it is not possible for him to obtain? It is no answer to say that it does not matter if he decides wrongly because either party can appeal. This does not relieve him of responsibility, because he cannot order the parties to appeal. In the Chancery Division a judge similarly placed can, and often does, adjourn the case to be argued before him in court. In view of the decision to which we are referring, it has become highly desirable that a similar arrangement should be established on the Queen's Bench side. If this were done the judge would be bound, and would be perfectly willing, to decide any question brought before him. But to

compel a judge to give a decision on an important question under conditions which make it impossible for him to form a judgment on the question in his own mind, or to come to any conclusion with satisfaction to himself, is a peculiar arrangement without a single precedent, we believe, in the history of our judicial system. In our opinion it is as unsatisfactory as it is peculiar.

IN THE CASE OF *M'Kibbin v. M'Clolland* (1894, 2 Ir. Rep. 684) an Irish court decided a question of practice which has hitherto remained undecided by our courts. By ord. 21, r. 6, of our Rules of Court a defendant to whom a statement of claim is delivered is bound to deliver his defence "within ten days from the delivery of the statement of claim or from the time limited for appearance, whichever shall be last," &c. A defendant served with a specially-indorsed writ has been held to be within this rule. He receives the statement of claim on the day that he is served with the writ (*Anlaby v. Praetorius*, 20 Q. B. D. 764). His time for defence, therefore, is ten days from the time limited for appearance. If he appears after the time limited by the writ "he shall not be entitled to any further time for delivering his defence, or for any other purpose, than if he appeared according to the writ" (ord. 12, r. 22). As his appearance before or after the time, therefore, does not affect his time for defence, it is usual to fix his time for defence to a specially-indorsed writ at eighteen days from service of the writ inclusive of the day of service. A defendant was served with a specially-indorsed writ on the 16th of March, 1894. Counting eighteen days from the 16th of March inclusive, he would have all day on the 2nd of April to deliver his defence. It so happened, however, that the last day for his appearance fell on the 23rd of March, which was Good Friday, and as the offices were closed on that and the following days until the 28th of March, he entered his appearance on the latter day. The Irish court held that he was entitled to count his time for defence as ten days from the 28th of March, which would give him all day on the 7th of April. The curious point about this case is, that, even if he had appeared before the offices were closed, the time for defence would not, according to this decision, begin to run until the 28th of March, because the "time limited for appearance" would still have included that day. In any case, therefore, coming within ord. 21, r. 6, if the last day for appearance falls on a closed day, the time for defence can only be counted as commencing to run from "the day on which the offices shall next be open" (ord. 64, r. 3).

THE RECENT decision of the Court of Appeal in *Re George Newman & Co. (Limited)* (reported elsewhere) emphasizes the fact that even a private company is still, for legal purposes, a corporation, and it must, like any other corporation, be treated as quite independent of the individuals of whom it is composed. George Newman & Co. had a nominal capital of £50,000 divided into 5,000 shares of £10 each. Of these only 2,500 were issued, and these were all issued to GEORGE NEWMAN as fully paid up in accordance with a provision to that effect in the articles of association. The greater part of them were distributed by GEORGE NEWMAN among his brothers and children, and he kept entire control over the company, the directors being himself and his four brothers. In the course of negotiations for the acquisition by the company of a building agreement of land near the Albert Hall, the directors paid GEORGE NEWMAN £26,000. £16,000 was the proper price of the building agreement, but an uncertain sum—£7,000 or thereabouts—was required for other expenses incidental to the purchase, and NEWMAN was to satisfy these out of the extra £10,000, keeping the balance for himself. The weak point in the arrangement was that the directors did not pay the £26,000 out of moneys belonging to the company, and available for distribution as the company or the shareholders thought fit. The money was borrowed for the purpose of the transaction from the Liberator Building Society, and it was at the expense of the society that the directors of George Newman & Co. were exercising their generosity to their chief. Possibly this point was not made clear when the case was before Mr. Justice VAUGHAN WILLIAMS. The liquidator of George Newman & Co. applied that NEWMAN should be com-



pelled to refund the odd £3,000, and also certain other sums received from the company. But VAUGHAN WILLIAMS, J., held that, since NEWMAN was practically the company, no one had been defrauded, and consequently he was under no liability to refund. There is some authority for this in the decision of the Court of Appeal in *Re British Seamless Paper Box Co.* (17 Ch. D. 467), where, in respect of an allotment of shares to directors as fully paid up, it was held to be material that all the shareholders—that is, the seven directors and another person—knew of the transaction and assented to it. But in that case the transaction was perfectly honest, and this fact was made the basis of the decision. In the present case there was no such element, and the Court of Appeal insisted upon the technical separation between the company and its members in order to make NEWMAN liable. The gift was *ultra vires* of the directors, and, even if the shareholders could have ratified it, this must have been done in general meeting. Their mere knowledge and assent as individuals was not sufficient. NEWMAN, accordingly, was directed to refund two sums of £3,000 and £3,500, though he may still be the gainer by the case if anything comes of Lord HALSBURY's assertion that the evidence before the court shewed that he was improperly convicted two years ago of obtaining money from the Liberator Society on false pretences.

ON MONDAY last the House of Commons Select Committee on the Administration of Trusts took evidence from Sir JULIUS VOGEL, formerly Prime Minister of New Zealand; Sir WESTBY B. PERCEVAL, Agent-General for New Zealand; and Mr. C. H. MORTON, President of the Liverpool Incorporated Law Society. It appears that the Act for the appointment of a public trustee in New Zealand was passed in 1872, and the system has thus been in operation in that colony for a little over twenty years. The system is voluntary, and large estates have not generally come to the public trustee, though the tendency for them to do so is said to be increasing. The system has been more appreciated in the case of small intestate estates, and for these it may not improbably be advantageous. According to Sir W. PERCEVAL the expenses for the office for 1893 were £13,417; the staff numbered twenty-seven (this, it must be remembered, is in a colony with a population of 600,000); and the ratio of expenses to the total funds was 2.18 per cent. Sir JULIUS VOGEL said the office had fully paid its expenses; but Sir W. PERCEVAL bethought himself of a loss of from £2,000 to £3,000 on investments, which had to be borne by the revenues of the colony. Roseate opinions were expressed as to the present working of the system, but its growth has been slow, and at one time—between 1888 and 1891—the office seems to have allowed some very gross irregularities to take place. These were chiefly in regard to the system of book-keeping and the disposal of perishable goods and trinkets and jewellery. What was at fault with the book-keeping we are not told; but the clerks in the office had been in the habit of purchasing small articles, valuable and otherwise, from the trust estates. Under a former administration these irregularities have disappeared, and, of course, they are not necessarily incident to an official system. But there is always the possibility of them, and it would have been more satisfactory had the New Zealand office, which is thus held up for our guidance, had a cleaner record. The public trustee, we are further told, exercises a discretion as to what trusts he will accept, and it is the practice for testators who intend to employ him to submit to him drafts of their wills. He then indicates whether there are any provisions which will prevent him from acting. He will not, for instance, accept a complicated trust, nor will he undertake the management of a business except for the purpose of immediate realization. Mr. MORTON added his testimony to that of some former witnesses that the defalcations by trustees are slight compared with the enormous amount of the funds at their disposal, and he insisted on the inconvenience of replacing private trustees, with their knowledge of the family, and their power of committing "judicious breaches of trust," by a public office.

EVERY ARTIST, however eminent, must fulfil his engagements.

Such is the law which the Parisian court is said to have enunciated for the benefit of Mr. WHISTLER—or rather, we should say, of Sir WILLIAM EDEN—in the action concerning Lady EDEN's picture. It would, of course, be wrong to say that every court, however august, must pay some regard to common sense. The court deals in law, and not in common sense; and, as far as the law of the case goes, it must be presumed that the French court is right. Judged, however, by English standards, the result seems just a trifle unintelligible. Mr. WHISTLER was asked to paint Lady EDEN's portrait. The figure he named was £550. Sir WILLIAM begged him to be reasonable, and Mr. WHISTLER said no trouble was likely to arise over the price. Some mention seems to have been made of £100 or £150, but nothing was decided, and Mr. WHISTLER set to work on the picture. In due course it was finished, and was exhibited in Paris last summer under the title of "*Brun et Or.*" Sir WILLIAM EDEN sent Mr. WHISTLER a cheque for £100. Mr. WHISTLER kept the cheque, and hinted his dissatisfaction at the amount of it in an ironical letter, which seems to have failed to touch Sir WILLIAM. Then, by way of emphasizing his disgust, he painted out Lady EDEN's face and prepared to substitute another. This he seems to have actually done, but his patron transferred the dispute to the courts. The judgment is that Sir WILLIAM is to have the picture given up to him, the £100 returned, and 1,000 francs by way of damages. At first sight this seems very one sided. Sir WILLIAM EDEN triumphs too much. And further thought does not mend the matter. Assume that Mr. WHISTLER accepted the £100 as the price of the picture, and that the figure cannot be disputed, still the money is clearly his, and the picture is Sir WILLIAM EDEN'S. We take it that the property in the picture passed to Sir WILLIAM EDEN on completion, and when he had approved it. The picture, therefore, ought to be delivered up. But Sir WILLIAM'S only other claim, we should imagine, is for the damage to the picture caused by Mr. WHISTLER'S wrongful act in painting out the face. This damage the court could have assessed as it liked, but we cannot understand why Sir WILLIAM EDEN gets the picture and the price as well. Apparently the 1,000 francs is the measure of damages for breach of the contract to paint the picture. But was there any breach of such contract, and, if there had been, is it clear that any damage measurable in money could result? And if it was a case of breach of contract, Mr. WHISTLER, though he must have returned the £100, would have kept the picture. Altogether the judgment seems a good deal mixed.

THE RECENT judgment of the Privy Council in *Newton v. Debenture-holders and Liquidators of the Anglo-Australian Investment, &c., Co. (Limited)* is in accordance with the series of decisions which have established that a company can effectually mortgage uncalled capital, provided a suitable power is contained in the memorandum or articles. In *Stanley's case* (12 W. R. 894, 4 De G. J. & S. 407) doubt was felt on the ground that the mortgage involves an interference with the discretion which the directors ought to exercise in making calls. But in *Re Phoenix Reamers Steel Co.* (32 L. T. 854) JESSEL, M.R., decided in favour of such mortgages, and this view was generally recognized as correct, the chief question in subsequent cases being whether the power in the memorandum or articles, on which reliance was placed, did really cover mortgages of uncalled capital (see *Re Bankley Brook Coal Co.* (No. 2), 18 W. R. 914, L. R. 10 Eq. 381; *Bank of South Australia v. Abrahams*, 23 W. R. 668, L. R. 6 P. O. 265; *Howard v. Patent Ivory Manufacturing Co.*, 36 W. R. 801, 38 Ch. D. 156). In *Re Pyle Works* (38 W. R. 674, 44 Ch. D. 534) an attempt was made to distinguish between calls made before the winding up of the company and calls made in the winding up, but the distinction was rejected by the Court of Appeal, and the general power to charge uncalled capital, when conferred by the constitution of the company, was affirmed. In the recent case before the Privy Council the question arose between the holders of debentures, claiming to have a first charge on the capital of the company which remained uncalled at the commencement of the liquidation, and depositors in the company, who were creditors without security. The provisions of the colonial statute were practically identical with those of the Companies Act, 1862.

The Privy Council, after considering the decision of the Court of Appeal in *Re Pyle Works*, saw no reason to differ from it, though if they had felt any doubt in the matter they intimated that they would still have followed that authority for the sake of securing uniformity in the administration of company law in this country and in a colony which had adopted the Act of 1862.

LORD HOBHOUSE'S Sunday Bill has three distinguishing features: it consists of only three sections; it is prefaced with an explanatory memorandum of three and a half pages; and this memorandum is more polemical in tone than any statement of the kind that has hitherto come under our notice. It will be remembered that the Lord's-day Observance Society were foiled in their efforts to bring the promoters of the Leeds Coliseum lectures within the provisions of Bishop PORTEOUS'S Lord's-day Act of 1781—which was passed to put down "the burlesque of Scripture and making religion a public amusement and trade" at certain Sunday gatherings—only by reason of their having sued the wrong persons, and that they did in fact succeed in getting the hall in which a humorous, but perfectly decorous, lecture on "The distinctive characteristics of the English, Scotch, and Irish people" had been delivered stigmatized as a "disorderly house." The new Sunday Bill will, if enacted, prevent operations of this kind in the future. It provides that no suit shall henceforward be instituted under the Act of 1781 without the previous written consent of the Attorney-General, and exempts altogether from that statute "any house, room, or place opened or used for any lecture or address on science, ethics, social duties, literature, art, or any kindred subject, whether followed by discussion or not, or for the performance of music, if the proceedings are undertaken by their promoters with a view to the public good, and not by way of trade or for the pecuniary profit of the promoters."

#### COSTS OF PARTICULARS OF OBJECTIONS.

THE case of *Mandelberg v. Morley* (43 W. R. 266) does not carry the law as to the costs of particulars of objections much further, but it is worth noticing, as it differs a little from previous decisions under section 29, sub-section 6, of the Patents Act, 1883.

The court has once more decided that it will not try an action merely for the purpose of giving a certificate under the Act, and that in the absence of such a certificate the taxing master is right in refusing to allow the costs of the particulars. But it should be noticed that in this instance, though the action came on for trial, the case for the plaintiff was not opened nor any of his witnesses examined. The plaintiff had, indeed, applied, on the ground of an alleged compromise, for a stay of proceedings, and his summons came on for hearing with the trial of the action, which had been set down by the defendants. The judge refused to stay the action, and the plaintiff offering no evidence, the action was dismissed with costs. To this extent the case differs from previous cases where the action was dismissed after the plaintiff had opened his case and his witnesses had been examined and cross-examined. In such cases a certificate has in several instances been given that the particulars of objections were reasonable and proper so far as had appeared from the examination or cross-examination of the plaintiff's witnesses.

There has been as yet no reported decision under the present Patents Act as to whether section 29, sub-section 6, applies to the case of the discontinuance of an action before trial, except the case of *Rothwell v. King*, decided by Vice-Chancellor BRISTOWE in 1887 (4 Rep. Pat. Cas. 397). In this case, the plaintiff having served notice of discontinuance, the defendant moved for a certificate under section 29, sub-section 6, and for directions that the costs of the particulars of objections should be allowed on taxation. The Vice-Chancellor decided that a certificate could be given only at or after trial, but expressed the opinion that, even though no certificate had been given, the taxing officer had power in such a case to allow the costs of particulars of objections properly incurred. This is, we believe, the only reported decision on this point under the present Act.

Under the former Act of 1852 (15 & 16 Vict. c. 83) it was decided by the Common Law Court in *Greaves v. Eastern Counties Railway Co.* (1 E. & E. 961), where the plaintiff abandoned his action before the trial, that the corresponding section (43) of that Act applied only where the action came to trial, and that under the Statute of Gloucester the defendant was entitled to his costs; and Vice-Chancellor BACON allowed the costs in *Batley v. Kynock* (L. R. 20 Eq. 632), where the plaintiff dismissed his bill before the hearing.

It should, however, be remarked that in *Parnell v. Mort* (33 W. R. 481) it was held that the discretion as to costs of the Chancery courts was not limited by the Patents Act, 1852. And, further, it should be remembered that section 43 of the Act of 1852, and section 29, sub-section 6, of the present Act are not in identical terms. In the earlier Act the words are "unless certified by the judge before whom the trial was had"; in the present Act they are "unless the same is certified by the court or a judge." The difference is significant.

It may be worth noticing that in *Longbottom v. Shaw* (6 Rep. Pat. Cas. p. 511) when counsel argued that *Greaves v. Eastern Counties Railway Co.* shewed that if the plaintiff discontinued the defendant was entitled to his costs, Mr. Justice KAY remarked, "That is, because the plaintiff admits all the defences are good."

#### DO COVENANTS TO SETTLE PROPERTY EMBRACE SAVINGS?

##### II.

LAST week we sought to shew that upon a comparison of the circumstances in which the obligations in *Lewis v. Madocks* and *Re Bendy* were made, and of the general characters of those obligations, Lord ELDON'S application of the bond before him to "savings" did not appear to require a like application of the covenant in *Re Bendy*. It remains for us to inquire whether such an application was required by the particular words of that covenant.

Before examining those words we must remind the reader of the maxim *In conventionibus contrahentium voluntas potius quam verba spectari placuit* (Broom's Maxims, 3rd ed., p. 491), and of the rule that the circumstances in which an instrument is made are to be regarded in interpreting it: *Jarm. Wills*, 5th ed., p. 1,655. It also must be noted that, unlike the bond in *Lewis v. Madocks*, but like most modern covenants for the settlement of after-acquired property, the covenant in *Re Bendy* was contained in a deed whereby specified property of an intended wife, and its yearly produce, were so settled as to give her such of the yearly produce as should accrue during her life, while a different destination was provided for the capital. It is unlikely that it was intended by the covenant to take away from the wife, as Mr. Justice KEKEWICH held that it did, income which the settlement itself had expressly given her—a gift which it is conceived could not be cut down except by something which with reasonable certainty indicated an intention to do so: *Jarm. Wills*, 5th ed., p. 1,655.

The covenant itself was so expressed as to become operative only in a specified contingency. If the wife should "become . . . possessed of . . . property," that property was to be settled. These must be the words which Mr. Justice KEKEWICH felt obliged to interpret according to Lord ELDON'S rule and exception as excluding income generally, but including "savings." With great respect to the learned judge, we wish to shew, without resort to the exceptions mentioned below—any one of which seems to us to prove our point—that he was mistaken in thinking that the words "possessed of property," unaffected by those exceptions, placed him under the supposed necessity. The words "be possessed" and "become possessed" resemble each other closely though not completely, and primarily in this, that they are both general in character, and in their application to particulars need to "be reasonably construed," and, therefore, may "not be held to include such property" as the context may shew that the covenantors did not intend them to embrace. Now, the circumstances of the covenant and the mode of settlement it required shew the unlikelihood of the



covenantors having meant to embrace income in derogation from the settlement's earlier grant. The slight difference between "be" and "become" before "possessed" and the addition to it of the word "entitled" also suggest that the covenantors referred to "possession" by virtue of a future acquisition, and that such was their intent clearly appears when we attempt to apply the words "become possessed" for the purpose of bringing "savings" within the scope of the covenant. The words cannot be applied to "savings" themselves, for by "saving" a man does not become but remains possessed, and though perhaps they might be, they are not usually applied to rents, yearly produce, or income. Possession is used to denote the relation of an owner to his land or capital, but of the rents of the one or the yearly produce of the other he is usually said to be in the receipt. To interpret the words "possessed of property" as embracing income was to interpret them "in a strained or extraordinary sense."

That the covenant in *Re Bendy* itself should not have been held to bind such income or savings appears still more plainly by the following clauses: *First*, the words "other than the property hereby specifically settled," which excluded the income and savings in question—for not only the "stocks and securities" previously mentioned but also the "income" from them had been specifically settled. *Secondly*, the exception of "property of less value than £200 vesting in possession . . . at the same time and from the said [query, same] source," for that exception shewed that the words "become possessed" in the principal clause bore the meaning above attributed to them of an acquisition of title—that the amount of which the covenantor must become possessed at the same time and from the same source in order that it might be bound by the covenant was far in excess of any income which in ordinary cases, and it may be assumed in the case before the court, could daily accrue to a wife, and consequently that the covenantors could not have intended to settle income. It was daily, if at all, that the income vested in possession in the wife. And *thirdly*, the exception of "an annuity or annuities or other estate or interest for the life of the" wife, for she was entitled to the income in question as an interest for her life.

It remains to be pointed out that, the income not being affected by the covenant in consequence of the terms of the deed—whether because the words of description do not extend to income or because the words of exception exclude income—it follows that savings out of income cannot be affected. Lord ELDON's exception of income from a description in the bond sufficient in its terms to embrace income, being based on considerations inapplicable to savings, was not allowed to extend to them; but no such reason can be alleged for holding that a covenant which is not so expressed as to bind income can bind a part of that income because it is saved.

It is therefore submitted that while both the rule and the exception established in *Lewis v. Madocks* were required by the general character and the particular words used in the bond then under consideration, and should, if the words can be so interpreted, be applied in other cases of the same general character, the application of the rule was unnecessary in *Re Bendy*, a rule being supplied by the words of the deed itself; that the application in that case of Lord ELDON's exception was opposed to the intent of ordinary covenants for the settlement of after-acquired property, and in that before the court was neither required by nor admissible under the words "become possessed" taken with the context, and "reasonably construed"; and that that application of the exception disappointed, instead of, as in *Lewis v. Madocks*, giving effect to, the intention of the parties.

Both *Lewis v. Madocks* and *Re Bendy* illustrate the doctrine that the conversion of money which should be settled, by an investment of it by the person bound to settle it, does not deprive the beneficiaries under the settlement of their right. "The sprout is to savour of the root and go the same way": WRIGHT, L. K., 2 Vern. 535.

The *Times* says that Mr. Justice Wills continues very weak after his recent illness, and it is probable that he will not resume his seat in court again until after the Easter Vacation.

## LEGISLATION IN PROGRESS.

**LAW OF LARCENY.**—On the 14th inst. the Larceny Act Amendment Bill was read a third time.

**PERJURY.**—On the same day the Perjury Bill was read a third time, some formal amendments having been agreed to.

**RATING OF MACHINERY.**—Mr. GERALD BALFOUR's Bill to amend the law relating to the rating of hereditaments containing machinery recites in the preamble that questions have from time to time arisen as to how far machinery is to be taken into consideration in estimating the rateable value of the premises in which any trade, business, or manufacture is carried on, and that it is expedient to amend the law relating thereto. The object of the Bill is to abrogate the principle established by the Court of Appeal in *Tynes Boiler Works Co. v. Tynemouth Union* (35 W. R. 110, 18 Q. B. D. 81), where Lord ESHER, M.R., said that things which were on the premises to be rated, and which were there for the purpose of making, and which made, the premises fit for the particular purpose for which they were used, were to be taken into account in ascertaining the rateable value of the premises, without regard to the question whether they were or were not physically attached to the freehold. Clause 1 provides that "in estimating for the purpose of any valuation list, or poor or other local rate, the gross estimated rental or rateable value of any hereditament occupied for any trade, business, or manufacturing purposes, any increased value arising from machines, tools, or appliances which are not fixed, or are only so fixed that they can be removed from their places without necessitating the removal of any part of the said hereditament, shall be excluded." Then follows a proviso that the gross annual value of any such hereditament shall be estimated at not less than the sum at which it might reasonably be expected to let for the purpose for which it is used on a yearly tenancy void of the machines, tools, and appliances which it might reasonably be expected would be supplied by the tenant, if the tenant paid all the usual tenants' rates and taxes, and the landlord undertook the cost of repairs and insurance; and a further proviso that the terms machines, tools, and appliances shall not apply to any machinery or plant used in or on the hereditament for producing or transmitting first motive power, or for heating or lighting the hereditament. The Bill has been read a second time, and was considered by the Standing Committee on Trade on the 14th inst. Mr. JEFFREYS moved to omit the words printed above in italics, and to insert in their place "all machinery which is placed therein for the purpose of making such hereditament complete and fit for the purpose for which it is used shall be taken into consideration as enhancing such gross estimated rental or rateable value." He proposed the amendment in the interest of agriculturists, who objected to the Bill in its present shape as an attempt to relieve the manufacturer of a part of his liability to pay rates at the expense of the ratepayers generally. Mr. G. BALFOUR said that the amendment in reality traversed the whole principle of the Bill. If it were carried it would be equivalent to re-enacting the law as it was declared to stand at the present time by the Master of the Rolls. The measure did not introduce any real alteration in the present practice of rating. It was introduced to deal with the new principle of rating machinery which had been adopted in consequence of the decision of the Master of the Rolls in certain manufacturing centres. The Solicitor-General admitted that the law was in a grave state of uncertainty. When Lord ESHER gave his judgment he expressly declined to state on what considerations the valuers should act in making their assessments of machinery. On a division, the amendment was rejected by 18 votes to 12. Mr. JEFFREYS moved to omit the words in the first proviso "void of the machines, tools, and appliances which it might reasonably be expected would be supplied by the tenant." On a division, the amendment was rejected by 19 votes to 8. The Bill was ordered to be reported without amendments to the House.

**MORTGAGEES' COSTS.**—The Mortgagees' Costs Bill passed through Committee without amendment, and was read a third time by the House of Commons on the 19th inst.

**BILLS PASSED INTO LAW.**—The Royal Assent was given on the 14th inst. to the Local Government (Scotland) Act, 1894, Amendment Act, and the Seed Potatoes Supply (Ireland) Act.

## REVIEWS.

### STREETS AND BUILDINGS IN LONDON.

THE LONDON BUILDING ACT, 1894. WITH APPENDICES CONTAINING STATUTES OTHER THAN THE BUILDING ACT STILL IN FORCE AND AFFECTING BUILDING OPERATIONS; ALSO THE BYE-LAWS, REGULATIONS, AND STANDING ORDERS OF THE LONDON COUNTY COUNCIL AND OF THE COMMISSIONERS OF SEWERS OF THE CITY OF LONDON. WITH CONCISE NOTES AND CROSS-REFERENCES. By WILLIAM RUSSELL GRIFFITHS, LL.B., and FRANCIS W. PEMBER, M.A., Barristers-at-Law. William Clowes & Sons (Limited).

The drafting of the London Building Act, 1894, was the subject of some uncomplimentary remarks last week by Sir John Bridge in a case before him at the Bow-street Police Court. The section in question was section 41, with respect to the space to be left at the rear of domestic buildings. The difficulty appears to arise from the attempt to express in words directions which an architect or surveyor would naturally give by means of a drawing. Had an explanatory diagram been appended to sub-section (iii.) perhaps the discussion of the case in question might have been facilitated. The authors of the above edition of the Act refer to the sub-section as somewhat complicated, but do not suggest that there is any doubt as to its effect, and they state shortly what the effect is. Whether their explanation is correct will be found an interesting exercise for persons who are interested in plans and elevations. The Act is very clearly presented, and the authorities which may assist its construction have been carefully collected—as, for example, in the notes to section 5, sub-section (1), defining “street,” and sub-section (29), defining “owner,” and in the note to section 88, dealing with party structures. The understanding of the Act is facilitated also by numerous explanatory notes and cross-references. Appendix A contains other enactments relating to the metropolis, including the Public Health (London) Act, 1891; in Appendix B are given the bye-laws and regulations of the London County Council; and Appendices C and D contain the City of London Sewers Acts, 1848 and 1851, and sundry regulations in force in the City of London. The book is well arranged and printed, and will be welcomed as a useful and convenient guide in matters relating to London buildings.

#### BOOKS RECEIVED.

**Bateman's Law of Auctions, with Forms, Precedents, and Statutes.** Seventh Edition. By PATRICK F. EVENS, LL.M., Barrister-at-Law. Sweet & Maxwell (Limited).

**The Law relating to Income Tax, with the Statutes, Forms, and Decided Cases in the Courts of England, Scotland, and Ireland.** By ARTHUR ROBINSON, B.A., Barrister-at-Law. Stevens & Sons (Limited).

**The Statutes of Practical Utility, arranged in Alphabetical and Chronological Order, with Notes and Indexes. Being the Fifth Edition of Chitty's Statutes.** By J. M. LELY, Barrister-at-Law. Vol. VI. “Judgments” to “Limitation.” Sweet & Maxwell (Limited); Stevens & Sons (Limited).

**The Student's Guide to the Bar.** By W. W. ROUSE BALL, Barrister-at-Law. Sixth Edition. Revised and Edited by J. P. BATE, Barrister-at-Law. Macmillan & Co.

**The Law of Wills. For Testators, Heirs, Legatees. With the Law of Distribution of Property on Intestacy, and the Intestates' Estates Act, 1890; also a Practical Guide for Executors and Administrators, showing their Powers and Duties, giving the New Death Duties under the Finance Act, 1894, and Information necessary for Personal Applications, with a List of the Probate Registries and their Districts.** By C. E. STEWART, M.A., Barrister-at-Law. Fourth Edition. Edingham Wilson.

**The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Irish; with a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned, and References to the Statutes, Orders, and Rules of Court during the year 1894.** By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

#### CORRESPONDENCE.

##### THE PROPOSED PUBLIC TRUSTEE.

[To the Editor of the Solicitors' Journal.]

Sir,—While the Select Committee of the House of Commons is sitting to consider the administration of trusts, may I trespass on your space to suggest a scheme that, without necessitating the appointment of any new official, or the establishment of any new office, would afford all those facilities and conveniences which, according to the advocates for a public trustee, are needed for the protection of trust funds and the relief of settlors unable to secure the services as trustees of relatives or friends.

It is, I take it, admitted that no public trustee would consent to hold property to which any personal liability was attached, such as shares not fully paid up in joint-stock companies, or leaseholds subject to onerous covenants; nor, again, could he perform the duties now undertaken by executors, such as arranging for a funeral, sorting papers, winding up the establishment, discharging servants, and so on: his duties could in no case extend beyond those of a trustee as distinguished from an executor on the one hand and from a receiver or manager on the other.

Now, if some public official is required ready to act as trustee of any property or funds that may be entrusted to him, why should not the Paymaster-General of the High Court act in that capacity?

The scheme I would suggest would be somewhat on the following lines.

Provide—of course an Act of Parliament would be requisite—that any settlor may transfer or convey to the Paymaster-General any property, whether personal or real, the holding of which involves no liability, to be held upon the trusts to be declared by an instrument, a copy of which should be filed either in the Paymaster-General's office or elsewhere, as may be deemed most convenient.

This document should define in outline the extent of the Paymaster-General's authority. If the property transferred were investments, the occasion a marriage, and the settlement one on the ordinary lines where personality only is settled, it might stipulate that during the lives of the husband and wife the income should be paid to them successively, so that during that period the Paymaster would have no reason to interfere or act in any way unless there were a change of investments, or some occasion arose for funds to be raised to advance children or for some such purpose. In some cases provision might be made for a transfer from one security to another being made as of course on the written request of the person entitled to the income, or of some persons named for the purpose in the settlement, but wherever difficulties arose or directions were needed, a summons in chambers accompanied by a short statement would be all that would be requisite to obtain a judicial decision, and we know how inexpensive such applications might be made. So, again, in a settlement of real estate, the general management would be given to the tenant for life for the time being, and it would be easy to make provision for the appointment of a receiver if one were required during a minority, or for any other reason. Where the settlement was created by will, it would be as easy for a testator to direct that, as soon as his estate was wound up and his debts paid, the residue should be paid over to the Paymaster-General, or to bequeath specific funds to that official, as it would be for him to vest these funds in a public trustee.

I confess I do not believe that many settlors or testators would avail themselves of the facilities such a scheme would afford, but I am equally sceptical as to the success of any public trustee. Like the officials of the Land Registry, this official would find himself left severely alone by most persons who have property to settle, and then an effort would be made to compel the public to find him work and make the office pay. But if something must be done in the way of providing a State official to act as trustee for all and sundry, why not utilize existing machinery?

If the plan succeeds, and the value of an official trustee is recognized by persons who have property to settle, it would be easy to increase the staff in the Paymaster-General's Office; if it did not succeed little expense would have been incurred and no harm done.

Hereford, March 18.

H.

#### CASES OF THE WEEK.

##### Court of Appeal.

“THE GIPSY QUEEN”—No. 1, 14th March.

ADMIRALTY—PRACTICE—COSTS OF APPEAL—SALVAGE ACTION—AMOUNT REDUCED ON APPEAL.

Appeal from Bruce, J., awarding the owners, master, and crew of the steamship *Jane Clark* £1,200 for salvage services rendered to the steamship *Gipsy Queen*. The Court of Appeal, on the 13th of March, reduced the amount to £800, and upon the question of the costs of the appeal the court said that they would inquire what the practice in such cases was.

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L.J.J.), on the 14th of March, said that in cases where the amount awarded for salvage was reduced and a smaller sum awarded, the general practice of the court was not to give any costs of the appeal. There was, however, no hard-and-fast rule upon the subject, and in any particular case the judge would have a discretion to allow the costs of the appeal. The appeal would therefore be allowed, without costs.—COUNSEL, *Raikes, Q.C.*, and *L. Batten*; *Sir W. Phillimore* and *Butler Aspinall*. SOLICITORS, *Fritchard & Sons*; *Crossman & Pritchard*, for *H. W. Bell*, West Hartlepool.

[Reported by W. F. BARRY, Barrister-at-Law.]

MAYOR, &c., OF MANCHESTER (Appellants); McADAM (Respondent)—No. 1, 8th March.

REVENUE—INCOME TAX—ALLOWANCES—PUBLIC LIBRARY—“BUILDING THE PROPERTY OF ANY LIBRARY OR SCIENTIFIC INSTITUTION”—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 61, r. 6 (SCHEDULE A)—PUBLIC LIBRARIES ACT, 1892 (55 & 56 VICT. c. 53).

Appeal from the judgment of the Queen's Bench Division (Wright and Collins, JJ.) on a special case stated by the Commissioners of Income Tax. The appellants, the Corporation of Manchester, were assessed under Schedule A of the Income Tax Act, 1842, in respect of four buildings in



Manchester used as public free libraries. The buildings were established under the Public Libraries Act, 1850, and were now maintained under the Public Libraries Act, 1892, and were vested in the appellants as the library authority, and were used solely for the purposes of public free libraries and reading-rooms, being maintained by a rate not exceeding the prescribed limit. The appellants contended that they were not liable to pay income tax in respect of these buildings, on the ground that they were exempted under the Income Tax Act, 1842, s. 61, r. 6, by which an allowance was to be made for the duties charged "on any building the property of any literary or scientific institution used solely for the purposes of such institution." The commissioners confirmed the assessments. The Divisional Court held that they were bound by their own decision in *Andrews v. Mayor, &c., of Bristol* (61 L. J. Q. B. 715, 41 W. R. Dig. 208), and dismissed the appeal.

THE COURT (LINDLEY and RIGBY, L.JJ., Lord Esher, M.R., dissenting) dismissed the appeal.

LINDLEY, L.J., said that he could not think that a municipal corporation, or body of ratepayers who, by adopting the Public Libraries Act, had become liable to be rated in order to maintain a free library, was a literary institution within the meaning of that phrase in the Income Tax Act, 1842. A literary or scientific institution supported by rates was not, in his opinion, such an institution as was contemplated by the Legislature. The Corporation of Manchester, even in its character of library authority, could not be called a literary institution. That was the view taken by the Divisional Court in *Andrews v. Mayor, &c., of Bristol*, and by the Scotch Court in *Sully v. Royal College of Surgeons, Edinburgh* (19 Court of Sess. Cas., 4th series, 751).

RIGBY, L.J., concurred.—He had tried in vain to bring this case within the exemption. No doubt these free libraries were literary institutions within the Income Tax Act, 1842, but that Act had regard, not merely to character of the buildings, but to the owners of the buildings. He was unable to call the corporation, who had the management of these libraries, a literary institution. The court must look at the character of the owners (assuming the corporation to be the owners) as distinct from the character of the buildings. In his opinion the commissioners in rural districts stood in the same position.

Lord Esher, M.R., dissented. In his opinion the corporation were not the owners of these buildings. They had been the owners, but had resolved to turn them into free libraries. The corporation would have had nothing more to say to them but for the fact that they were the urban authority empowered by the Public Libraries Act, 1892, to carry out the Act, and as such were the library authority. The buildings were vested in the library authority, who were bound to appropriate them for public libraries. The library authority were bare trustees for the persons for whose benefit the libraries were founded. The libraries were solely for the purpose of affording literary information. They were therefore literary institutions. They consisted of the legal owners, who were the trustees and the managers, and the persons who had the benefit of them. That was the "literary institution," and the property was in the institution as beneficial owners. These buildings, therefore, came within the very words of the exemption in the Income Tax Act, 1842. In his opinion the appeal ought to be allowed.—COUNSELL, J. Lawson Walton, Q.C., and G. P. Macdonell; Sir R. T. Reid, A.G.; and Danckwerts. SOLICITORS, Austin & Austin, for Town Clerk, Manchester; Solicitor of Inland Revenue.

[Reported by W. F. BARRY, Barrister-at-Law.]

#### Re BOWLING & WILBY'S CONTRACT—No. 2, 14th March.

COMPANY—WINDING-UP ORDER—UNREGISTERED BUILDING SOCIETY—COMPANY OF LESS THAN SEVEN MEMBERS—JURISDICTION—SALE BY LIQUIDATOR—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 199.

Appeal from a decision of Stirling, J. (reported *ante*, p. 134, and 43 W. R. 216). The London and Yorkshire Permanent Benefit Building Society was established in 1851 under the Building Societies Act of 1836 (6 & 7 Will. 4, c. 32), and was never incorporated under the Building Societies Act of 1874 (36 & 37 VICT. c. 42). A petition for the winding up of the said society under the Companies Acts, 1862-1890, was presented to the Leeds County Court in July, 1893, and was opposed by the sole trustee of the society, on the ground that the society did not consist of more than seven members, and that, consequently, the court had no jurisdiction to make a winding-up order. The county court judge, however, was of opinion that he had such jurisdiction, and on the 27th of July, 1893, his Honour made a winding-up order under the Companies Acts, at the same time appointing John Bowling, the official receiver of the court, provisional liquidator. Bowling subsequently (under section 6, sub-section 3, of the Companies (Winding-up) Act, 1890) became official liquidator, and all the property of the society was vested in him by an order of the said judge dated the 30th of November, 1893. By a contract dated the 17th of October, 1893, the respondent agreed to purchase from the liquidator certain freehold property vested in the liquidator by virtue of the order of the county court judge. The purchaser made the following requisition on title:—"It must be shown that the county court has jurisdiction in the matter of winding up the society" to which the following reply was:—"We refer you to 53 & 54 VICT. c. 63, s. 1 (3)." At the date of the winding-up order the register of the society did not contain the names of seven members, but the list of contributories contained four living members and the personal representatives of deceased members and the trustee in bankruptcy of a bankrupt member. The vendor took out a summons under the Vendor and Purchaser Act, 1874, to determine the validity of the purchaser's objection. Stirling, J., dismissed the summons, and held that the purchaser's objection was well founded. The liquidator appealed, and urged that the past members of an unregistered society remained liable for the debts all their lives: the executors of a

deceased member were liable to be put on the list of contributories to the extent of the assets in their hands. A contributory was a member, and if it was reasonably probable that seven members would be contributories, that was sufficient to found the winding-up jurisdiction. The following cases were referred to in the course of the argument:—*New Zealand Gold Extraction Co. v. Peacock* (1894, 1 Q. B. 622), *Re South London Fish Market Co.* (37 W. R. 3, 39 Ch. D. 324), *Re Bolton Benefit Loan Society* (28 W. R. 164, 19 Ch. D. 679), *Alexander v. Mills* (19 W. R. 310, L. R. 6 Ch. 124), *Re Doncaster Permanent Benefit Building Society* (15 W. R. 102, L. R. 3 Eq. 158), *Re Sheffield and South Yorkshire Permanent Benefit Building Society* (22 Q. B. D. 470, 37 W. R. Dig. 29), *Re Blackburn and District Benefit Building Society* (31 W. R. 98, 24 Ch. D. 437), *Part's case* (18 W. R. 977, L. R. 10 Eq. 622), *West Riding of Yorkshire Permanent Benefit Building Society* (38 W. R. 376, 45 Ch. D. 463), *Ex parte Blakeley's Executors* (3 M. & G. 736).

THE COURT (Lord Halsbury and Lindley and A. L. Smith, L.JJ.) dismissed the appeal.

Lord Halsbury.—I am of opinion that this appeal must be dismissed. Section 199 of the Companies Act, 1862, says that there must be more than seven who are actual members; the language is susceptible of no other meaning; it cannot mean actual members or past members liable to be called upon as contributories. I cannot import into the construction of the statute such words as "members either now or who have been members." That leads me to the consideration of the order which was made. I think that order is binding on the association, but would not be binding on an outsider who challenged it; that is conclusive against the present application. That is enough to decide this case. I do not desire to say that if that were not so I should agree that any other difficulties could not be removed. I should be very sorry to be a party to forcing such a title as this on an unwilling purchaser.

LINDLEY, L.J., said that the question was whether the liquidator of this company could make a good title to land purported to be vested in him under section 203 of the Companies Act, 1862. His lordship was not satisfied that the purchaser would get a good title. The point really turned on the validity of the winding-up order. Unquestionably at the date of the winding-up order there were not seven members. The executors of deceased members were not members, nor were the trustees of bankrupt members; they would not become members until they saw no liability attaching to membership. It would be a most dangerous doctrine to say that the trustees of bankrupt members become members. The view his lordship took of the case was the same as in the *Bolton case* and the *South London Fish Market case* (*ubi supra*). Was the order equivalent to a judgment *in rem*? If so that would be a sufficient title for the liquidator. There was the strongest expression of opinion that a winding-up order could only be disputed on an appeal. Brett, L.J., in *Padstow Total Loss, &c., Association* (30 W. R. 326, 20 Ch. D. 137), must have meant that until the Court of Appeal set aside the order that order was binding on all under it. If the liquidator could make out that this order was unimpeachable, then the purchaser would be bound. But if the order was made by the court without jurisdiction, then the ground was cut away from under the feet of the liquidator. A blot was disclosed that it was possible to have a large society with very few members which could not be wound up under the Companies Acts. The order was invalid, and could be impeached by a purchaser.

A. L. SMITH, L.J., also came to the conclusion that the winding-up order was made without jurisdiction. Appeal dismissed, with costs.—COUNSELL, Buckley, Q.C., and Percy Wheeler; Warrington, Q.C., and Diddin. SOLICITORS, A. Scott Lawson, for Jones, Son, & Tannett, Leeds; Vincent & Vincent, for North & Sons, Leeds.

[Reported by W. SMALLWOOD GODDARD, Barrister-at-Law.]

#### LUNLEY v. RAVENSCROFT—No. 2, 13th March.

AGREEMENT BY ADULT AND INFANT TO GRANT A LEASE—REPUTATION—SPECIFIC PERFORMANCE AGAINST ONE OR BOTH—INTERLOCUTORY INJUNCTION.

Appeal from a decision of Day, J., at chambers. The defendants to the action were a brother and sister, the brother being a minor. By an agreement in writing dated the 5th of October, 1894, the defendants, by their agent, agreed to let on lease to the plaintiff the ground floor of the house No. 34, St. James'-street. The plaintiff in the action claimed specific performance of the agreement; alternatively, damages, and an injunction to restrain the defendants until the trial of the action from letting the premises to any other person than the plaintiff. Day, J., granted an interlocutory injunction against the lady in terms of the claim. She appealed. The agreement was repudiated by the defendants in January, 1895, on the ground that the infant defendant, on behalf of himself and his sister, had purported to enter into an agreement on the 11th of September, 1894, for the letting of the same premises to another person. The appellant contended that an injunction should not have been granted unless the lady could have been compelled to convey her interest, whatever it might be. Unless the plaintiff elected now whether or not at the trial he would take what she could give, he could not get an injunction, but only damages. The defendants' title had not even been accepted, so that a decree could not be granted for specific performance. An injunction could not be granted against the infant defendant, and, therefore, none ought to be granted against the adult defendant. The plaintiff submitted that he could successfully prove his case against the adult defendant. If he was bound to elect, he elected now to take what she could give him, and not damages.

THE COURT (LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that there was a valid binding agreement between the plaintiff and Mr. Moore, the agent for the two defendants, contained in the two letters. If Moore's principals, the two defendants, were sui

*juris*, there would be a complete contract, and no difficulty would arise; but unfortunately one of them, Charles, was an infant. The agreement was made by the two to let property, which was leased to the two. The law was plain. A decree for specific performance could not be granted against an infant, nor could it be granted against the other defendant on the evidence before the court. It could not be brought within the doctrine of the well-known cases on the subject. Specific performance could not be decreed against one share in the absence of fraud to bind the other share. Damages seemed to be the only remedy open to the plaintiff. If specific performance was wrong on the present materials, an injunction was wrong, and the order must be discharged. Costs would be costs in the action.

A. L. SMITH, L.J.—On the facts before us no case for specific performance has been made out, and the injunction fails. A case may be established against Moore, on the question whether he had authority or not to bind his principals; we say nothing about that. Appeal allowed.—COUNSEL, *Younger*; *Lusk Wilson*. SOLICITORS, *Proudfoot & Chaplin*; *Longbourne, Stevens, & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

## High Court—Chancery Division.

CHARLES v. BUTSON—North, J., 15th March.

ENFORCING UNDERTAKING—FRESH ACTION UNNECESSARY.

This was a motion to enforce an undertaking given by the defendant in an action, brought by the executors of Peter Charles, deceased, to recover possession of certain documents belonging to the testator. That action was settled upon the defendant giving up certain documents and signing a paper declaring that he had delivered up all books, &c., belonging to the testator and undertaking to make an affidavit to that effect if required. The defendant, upon being called upon to make an affidavit in accordance with his undertaking, refused to do so. He did not now appear.

NORTH, J., expressed some doubt as to whether the undertaking could be enforced without a fresh action. He referred to *Gilbert v. Eudean* (27 W. R. 252, 9 Ch. D. 259), *Emeris v. Woodward* (43 Ch. D. 185), and *Pryer v. Griddle* (L. R. 10 Ch. 534), but finally said that he thought that he could do what was asked, and made an order that the defendant should make an affidavit in accordance with his undertaking. He refused, however, to give the plaintiffs the costs of the application.—COUNSEL, *T. Terrell*. SOLICITORS, *Sawbridge & Son*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

Re PYLE, PYLE v. PYLE—Stirling, J., 14th March.

WILL—CONVERSION—CONTRACT FOR SALE—ADEMPTION.

Adjourned summons. This was a summons raising the question whether a devise of certain freehold lands was not adeemed by the sale of such lands under the provisions of a lease of the lands devised. By his will, dated the 20th of March, 1886, George Pyle, after bequeathing certain pecuniary and specific legacies, devised two freehold houses and his freehold land at Headley to his brother John Pyle for life, with remainder to Charles and John Pyle absolutely as tenants in common in equal shares, and after divers further bequests the testator gave his residuary realty and personally to trustees upon trust to sell the same as therein-mentioned, and after payment thereof of his funeral and testamentary expenses and debts and legacies other than specific, to stand possessed of the residue upon trust for his nephews and nieces and their children as therein-mentioned, and he appointed John Pyle, Richard Pyle, and Henry Good executors and trustees of his will. By a codicil to his will dated the 10th of June, 1890, the testator made some alterations in the disposition of his residuary estate, and after giving certain directions to his trustees not material to be here set out, he in all other respects confirmed his said will. No reference was made in this said codicil to the testator's freehold land devised by his will as aforesaid. By an indenture of lease dated the 10th of June, 1890 (being the date of the execution of the codicil above-mentioned), the testator demised to John Allan for a term of five years from the 24th of June, 1890, his said freehold land at Headley, in the testator's will devised as aforesaid, and the said lease contained a covenant by the testator that if the said John Allan should desire at any time during the continuance of the demise to purchase the fee simple of the said land for £500, that he (the testator) would convey the same to such person or persons as the lessee should direct as therein-mentioned. There was no evidence whether the codicil or the lease was executed first. The testator died on the 30th of September, 1890, without revoking his said will and codicil, which were duly proved on the 25th of October, 1890. The lessee of the said freeholds at Headley gave notice to the trustees of the will of his intention to exercise his option of purchase contained in the lease aforesaid, and the said premises were duly conveyed to him by the tenant for life under the Settled Land Acts, trustees being appointed by the court for the purposes of the said Acts. The net proceeds of sale amounted to £480. This was a summons by Richard Pyle to have it determined whether such proceeds of sale ought to be paid to the tenant for life and remaindermen of the said freeholds under the testator's will, or whether they fell into residue.

STIRLING, J.—The question is whether the devisees of certain freeholds are entitled to the purchase-moneys arising from the exercise by the lessee thereof of an option to purchase vested in him by the terms of the lease. [His lordship here read such portions of the will as were material, and after stating the facts as above set out, proceeded:—] The general principle is laid down in *Laues v. Bennett* (1 Cox, 167), and was recently followed by Chitty, J., in *Re Isaac, Isaac v. Reginald* (42 W. R. 685, 1894, 3 Ch. 506).

In *Laues v. Bennett* the decision in effect was that where there is a contract giving an option to purchase which is exercised, the purchase-money goes as personal estate; but this being merely a rule, it may be altered by an expression of intention to the contrary appearing in the will—e.g., an express direction that the proceeds of any such sale should devolve in the same way that the property itself would have devolved if the sale had not taken place. Now it has been held in a series of cases that if the testator insufficiently indicates his intention in this respect the court will judge of that intention from surrounding circumstances, if possible: *Weeding v. Weeding* (1 J. & H. 424). The nearest case to the present one is *Emuss v. Smith* (2 De G. M. & G. 722). [His lordship read the facts and the Vice-Chancellor's judgment in the case, and continued:—] That judgment was founded upon these points: (1) The specific devise in the will; (2) the optional nature of the contract; and (3) the republication of the will. Now it seems to me that these elements are here, and, if anything, more strongly, for in the present case the testator expressly confirmed his will in the codicil thereto of the 10th of June, 1890. It is uncertain whether the codicil preceded the lease or the lease preceded the codicil, but no matter which was executed the first, the lease and the covenant giving the lessee the option to purchase must have been present to the mind of the testator when he executed the codicil. Therefore I am of opinion that there is here a sufficient indication of the testator's intention to take the case out of the rule in *Laues v. Bennett*, and I hold that the tenant for life and remaindermen under the devise are entitled to the proceeds of sale of the freeholds. Costs out of the fund.—COUNSEL, *Ashdon Cross*; *R. M. Pattison*; *Stewart Smith*. SOLICITORS, *Simey & Simey*, for *Arnold, Essell, & Baker*, Rochester; *Claudius George Algar*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

EHRMANN v. EHLMANN—Stirling, J., 15th March.

PRACTICE—TRIAL BY JUDGE WITH A JURY—PARTNERSHIP ACTION—R. S. C., XXXVI., 3, 6, 7.

This was a motion by the defendants to have the action tried by a jury. The action was brought for the dissolution of a partnership subsisting between the plaintiffs and defendants. The plaintiffs, by their statement of claim, made numerous allegations against the defendant, some of such allegations being of a very serious nature—namely (1) that he had been guilty of fraud; (2) that he had been guilty of an attempt at maintenance; and (3) in effect that he had been guilty of perjury. The defendant selected five of the most serious charges affecting his character, and by the motion asked that these should be tried by a judge and jury. It was admitted that the jurisdiction to make the order asked for was discretionary, but it was contended, on the authority of *Drinkwater v. Union Bank of Manchester* (1 Times L. R. 362), that the charges made by the plaintiffs were of such a serious nature that the defendant ought to have an opportunity of clearing his character before a jury.

STIRLING, J., referred to the nature of the action, and read section 35 of the Partnership Act, 1890, and proceeded:—The court at the trial of the action will have to decide whether the case raised by the plaintiffs is such as to bring it within any one of the heads of that section. The statement of claim is of considerable length, and contains serious charges against the defendant, charges of misconduct as a partner, which may be brought within section 35 of the Partnership Act, 1890. It may very well be that some of the charges have been exaggerated, but as stated undoubtedly they are charges of a very serious nature; in one case the charge is that the defendant has been guilty of the offence of maintenance, and in another that he has been guilty of perjury. The defendant has selected five of the most serious of the charges affecting his character, and desires that these should be tried by a judge and jury. Now, it is admitted that the jurisdiction which I have to exercise on this matter is discretionary. In the first place this is a partnership action, though not altogether one of an ordinary nature. It is one of those actions which are assigned to the Chancery Division. [His lordship then read rules 3, 6, and 7 of order 36 of the Rules of the Supreme Court, and proceeded:—] No doubt, then, I have power to order the whole case or an issue to be tried by a judge with a jury. It is observable that the defendant does not ask to have the whole case tried by a jury, and, considering the number of issues, I am not surprised that he has not. Then it is said that these charges are of such a serious nature that the defendant should have an opportunity of clearing his character. It seems to me that it would not be a good mode of trying this action to select these issues and submit them to a jury in a form calling upon the jury to say *aye* or *no* are these charges proved or not. The real issue is not whether the defendant has been guilty of maintenance, perjury, &c., but whether he has been guilty of such conduct as to prevent the business being carried on. The selection of definite issues, therefore, does not seem to me to be a good method of trying this action, having regard to what the plaintiffs have to make out in order to entitle them to a dissolution; the motion ought in my judgment to be refused.—COUNSEL, *Buckley, Q.C.*, and *H. Terrell*; *Hastings, Q.C.*, and *Solomon*. SOLICITORS, *Wild & Wild*; *Goldberg, Langdon, Barrett, & Newall*.

[Reported by W. SCOTT THOMPSON, Barrister-at-Law.]

## Winding-up Cases.

Re GEORGE NEWMAN & CO. (LIM.)—C. A. No. 2, 14th March.

COMPANY—WINDING UP—CLAIM AGAINST DIRECTOR FOR MISFEASANCE—PRESENTS MADE TO DIRECTOR OUT OF MONEYS BORROWED BY COMPANY—CONSENT OF SHAREHOLDERS—PRIVATE COMPANY—COMPANIES (WINDING UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10.

Appeal from *Vaughan Williams, J.* This was a summons, under section



10 of the Companies (Winding-up) Act, 1890, taken out by the official receiver and liquidator of the above-named company, asking for a declaration that George Newman, the chairman and managing director of the company, was liable to contribute to the assets of the company the following sums—viz., "(a) the sum of £10,000, being a profit or commission improperly made or retained by him upon the purchase by the company of a certain building agreement relating to land in the rear of the Albert Hall, Kensington; (b) the sum of £2,500, being the amount of a cheque drawn by the Liberator Permanent Benefit Building Society on the 12th of June, 1891, in favour of the company, and converted by the said George Newman to his own use; (c) two sums of £3,292 16s. 11d. and £204 1s. 5d., expended by the said George Newman out of assets of the company in altering and adapting his private residence." The point raised by the payment of the last-mentioned sums, amounting to nearly £3,500, alone calls for a report. It appeared that these sums were expended by the company in altering and adapting the private residence of the chairman, and that, by a resolution of the company, these sums were debited to Newman, and liquidated by a credit entry to the like amount charged to the revenue account for the year under the head of "Purchase of plant and building material." The company was ordered to be wound up in November, 1892, when it was found that the assets of the company were practically nil, whilst the debts and liabilities of the company amounted to £88,000. It appeared that the company never had any assets except those taken over from Newman and those acquired with borrowed money. The only shares ever issued were 2,500 shares of £10 each to Newman. Of these Newman transferred 1,831 to other persons, of whom all, except two holders of one share each, were his brothers or children. The shareholders were aware from time to time of the transactions of the company, including those now in question. Vaughan Williams, J., dismissed the summons. The official receiver appealed.

THE COURT (LORD HALSBURY and LINDLEY and A. L. SMITH, L.J.J.) allowed the appeal in respect of £3,000, part of the £10,000, and in respect of the £3,500 odd expended as aforesaid.

LINDLEY, L.J., in delivering the judgment of the court, after disposing of the first two questions raised by the summons, and coming to the conclusion upon the evidence that £3,000, part of the £10,000, was the only part of that sum which was actually received by George Newman as profit, referred to the £3,500 odd, and said: In answer to the liquidator's claim for this sum and in answer to his claim to the £3,000 already referred to, Mr. George Newman relies on the articles of the company and on the fact that all the directors and shareholders knew and sanctioned what was done. It remains to consider this defence with reference to both of these sums. When the facts are understood, both these sums were in truth presents by the directors out of the company's assets to G. Newman with the consent of the other shareholders who were of age; and the question is whether these presents can be treated as valid against the liquidator on the winding up of the company, which is hopelessly insolvent, and which was largely in debt when these presents were made. Williams, J., has held that they are unimpeachable, and he referred to the case of *The British Seamen's Box Co.* (29 W. R. 690, 17 Ch. D. 467) as supporting his view. But that case is very unlike this. The directors there had allotted shares to some of themselves as fully paid up. The shares were, in fact, allotted in consideration of some patents taken over by the company; and an agreement to issue the shares as paid up was registered. The transaction, therefore, was *intra vires*, and it was taken to be so both by counsel and by the court. Further, the transaction was perfectly honest throughout, and it was sanctioned by a general meeting of the company, which then consisted of only the directors and one other person, who assented to what was done. More than a year afterwards shares were issued to other people, and the company being ultimately wound up, the liquidator sought to recover the nominal value of the shares, treating them, in fact, as not paid up. The court held that this could not be done, because the transaction (being *intra vires*) was honest and was sanctioned by all the members of the company at the time. But in this case the presents made by the directors to Mr. Newman, their chairman, were made out of money borrowed by the company for the purposes of its business; and this money the directors had no right to apply in making presents to one of themselves. The transaction was a breach of trust by the whole of them; and even if all the shareholders could have sanctioned it they never did so in such a way as to bind the company. It is true that this company was a small one, and was what is called a private company; but its corporate capacity cannot be ignored. Those who form such companies obtain great advantages, but accompanied by some disadvantages. A registered company cannot do anything which all its members think expedient, and which, apart from the law relating to incorporated companies, they might lawfully do. An incorporated company's assets are its property, and not the property of the shareholders for the time being; and, if the directors misapply those assets by applying them to purposes for which they cannot be lawfully applied by the company itself, the company can make them liable for such misapplication as soon as any one properly sets the company in motion. All this is familiar law and must be borne in mind in deciding the present case. Mr. George Newman and his co-directors evidently ignored their legal position entirely. They regarded Mr. George Newman as the company, and it never seems to have occurred to them that he and his brothers could not do as they liked with what they regarded as their own property, or rather as his, for he and his children held the bulk of the shares. If this view were correct in point of law, if the corporate body could be disregarded, it would follow that Mr. George Newman and his brothers would be liable without limit for the debts which were contracted in the name of the company. This would be a just and proper result to arrive at; but the court is precluded by the terms of the Companies Act, 1863, ss. 191 and 192, from adopting it. The court is bound to recognize the company as

incorporated, and to give effect to all the consequences of such incorporation. What, then, are the consequences as regards presents to directors? The cases on the subject are few. The law will be found discussed in *The York and North Midland Railway Co. v. Hudson* (4 W. R. 187, 16 Beav. 485) and *Hutton v. West Cork Railway Co.* (31 W. R. 827, 23 Ch. D. 654), but there is no case which quite covers this. Directors have no right to be paid for their services, and cannot pay themselves or each other or make presents to themselves out of the company's assets unless authorized so to do by the instrument which regulates the company or by the shareholders at a properly-convened meeting. The shareholders, at a meeting duly convened for the purpose, can, if they think proper, remunerate directors for their trouble or make presents to them for their services out of assets properly divisible amongst the shareholders themselves. Further, if the company is a going concern, the majority can bind the minority in such a matter as this. But to make presents out of profits is one thing, and to make them out of capital or out of money borrowed by the company is a very different matter. Such money cannot be lawfully divided amongst the shareholders themselves, nor can it be given away by them for nothing to their directors so as to bind the company in its corporate capacity. But even if the shareholders in general meeting could have sanctioned the making of these presents, no general meeting to consider the subject was ever held. It may be true, and probably is true, that a meeting, if held, would have done anything which Mr. George Newman desired: but this is pure speculation, and the liquidator, as representing the company in its corporate capacity, is entitled to insist upon and to have the benefit of the fact that even if a general meeting could have sanctioned what was done such sanction was never obtained. Individual assents given separately may preclude those who give them from complaining of what they have sanctioned; but for the purpose of binding a company in its corporate capacity individual assents given separately are not equivalent to the assent of a meeting. The company is entitled to the protection afforded by a duly-convened meeting and by a resolution properly considered and carried and duly recorded. The articles of this company, wide as they are, do not authorize such presents as those impeached by the liquidator, and the result is that his appeal must be allowed as to £3,000, part of the £10,000, and as to the £3,500, and Mr. Newman must be ordered to pay these sums, with interest at four per cent.—COUNSEL, *Theobald, Dunham and Johnston Edwards*. SOLICITORS, *Thorne & Welford; W. Brookes Palmer*.

(Reported by ARNOLD GLOVER, Barrister-at-Law.)

#### THE NEW ORIENTAL BANK CORPORATION (No. 2)—Vaughan Williams, J., 14th March.

COMPANY—WINDING UP—LEASE—PROOF—CLAIM BY LESSOR—FUTURE AND CONTINGENT LIABILITY UNDER LEASE—JUDICATURE ACT, 1875, s. 10.

This was a summons in the winding up of the above-named company, which was being wound up under supervision, raising the question whether the case of *Hardy v. Fothergill* (37 W. R. 177, 13 App. Cas. 351), which decided that the future and contingent liability of an assignee of a lease on a covenant to indemnify was a debt provable in bankruptcy, applied to the case of a limited company. The corporation were lessees under a lease dated in October, 1890, for fourteen years from the 1st of April, 1890, at a yearly rent, which provided that the lessees might determine the lease at the end of the seventh year of the term by six months' notice in writing, they paying the rent and performing and observing the covenants by the lessees contained in the lease up to the date of the determination of the term. The lessees also covenanted to pay the rent and to keep the premises in repair. The corporation passed a resolution for voluntary winding up in June, 1893, which was afterwards continued under supervision, and it was insolvent. The corporation paid rent down to May, 1892, and the liquidator paid rent to October, 1893, when he went out of possession. The lessors took out the present summons to determine what amount they were entitled to prove for under the lease. The lessors relied on *Re Hayter Granite Co.* (14 W. R. 180, L. R. 1 Ch. 77), and *Horsley's claim* (L. R. 5 Eq. 561). On the other side it was said that the prior cases were overruled by *Hardy v. Fothergill*. *Re The Midland Coal, Coke, and Iron Co. (Limited)* (43 W. R. 244; 1895, 1 Ch. 267) was also referred to, where the Court of Appeal left open the question of the effect of the decision in *Hardy v. Fothergill* upon the right of a lessor to have the assets of a limited company which is being wound up impounded.

VAUGHAN WILLIAMS, J., said that the lease was a subsisting lease, and *Hardy v. Fothergill* had no application, and that the principle of *Re Hayter Granite Co.* and *Horsley's claim* applied to the present case.—COUNSEL, *Buckley, Q.C.*, and *Capron; R. J. Parker*. SOLICITORS, *Frinder & Capron; Hollams, Sons, Coward, & Hawksley*.

(Reported by V. DE S. FOWKE, Barrister-at-Law.)

#### High Court—Queen's Bench Division.

HOOD-BARRS v. CATHCART—9th March.

PRACTICE—COSTS—MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—"ACTION OR PROCEEDING" INSTITUTED BY MARRIED WOMAN—COUNTER-CLAIM—MARRIED WOMEN'S PROPERTY ACT, 1893 (56 & 57 VICT. c. 63), s. 2.

Appeal from an order of Wright, J., sitting at chambers. The plaintiff brought an action to recover certain costs from the defendant, a married woman, who had separate property which was subject to a restraint on anticipation. On the 20th of April, 1893, the plaintiff obtained judgment for the amount of his claim, which judgment was affirmed by the Divisional Court on August 1, and by the Court of Appeal on the 11th of August following, at which date the action was determined. By her

defence the defendant raised a counter-claim against the plaintiff for £10,000 damages for alleged negligence, which she obtained leave to prosecute when the judgment against the plaintiff's claim was affirmed by the Court of Appeal. The defendant thereupon proceeded with her counter-claim, closed the proceedings, and took various interlocutory proceedings in the counter-claim, several of which were dismissed, with costs, to be taxed, and paid by her. By some of these orders it was expressly directed that she should pay the costs, notwithstanding any restraint against anticipation, but by others she was merely ordered to pay the costs incurred in them. All the orders were made between February 3 and July 26, 1894. By an order dated October 9, 1894, the judge at chambers appointed a receiver of the "rents due and in arrear and accruing due from the life estate of the defendant in a certain mansion-house . . . notwithstanding any restriction against anticipation . . . such sums to be paid in or towards satisfaction of what shall for the time being be due in respect of the" said orders made between the 3rd of February and the 26th of July. The counter-claim was ultimately dismissed. The defendant then appealed from the order of the 9th of October. For the appellant it was contended that the order was wrong, on the ground that section 2 of the Married Women's Property Act, 1893, did not apply to the costs of a counter-claim, which was not an "action or proceeding within the meaning of the section," which provides that, "in any action or proceeding now or hereafter instituted by a woman, or by a next friend on her behalf, the court before which such action or proceeding is pending shall have jurisdiction, by judgment or order, from time to time to order payment of the costs of the opposite party out of property which is subject to a restraint on anticipation, and may enforce such payment by the appointment of a receiver and the sale of the property or otherwise, as may be just." Counsel submitted that the words "action or proceeding instituted" must be restricted to mean some action or some proceeding in the nature of an action—that was to say, a proceeding by which a *lis* was instituted. It had been so held by the Court of Appeal in *Hood-Barra v. Cathart* (1894, 3 Ch. 376, 71 L. T. 11). A counter-claim was not such a proceeding—a plaintiff alone could commence or initiate a *lis*, and therefore a counter-claim made by a defendant was not a "proceeding or action instituted." Consequently the learned judge had no jurisdiction to order payment of the costs of the opposite party out of such separate estate as the married woman had which was subject to a restraint on anticipation: *Hollington v. Dear*, noted in the *Law Journal* of February 23, 1895, p. 133. Further, the order appealed from was wrong because the judge had no jurisdiction to vary those orders which did not contain the words "notwithstanding any restriction against anticipation" by making them subject to the order of the 9th of October, 1894, which did contain those words.

MATHEW, J., in dismissing the appeal, said that, in his opinion, a counter-claim was an "action or proceeding" within the meaning of section 2 of the Married Women's Property Act, 1893. He saw no reason for taking the narrower construction that had been placed upon those words by the Court of Appeal in the case of *Hood-Barra v. Cathart*. The section went on to mention the costs of "the opposite party." A counter-claim was a cross-action. If any authority were needed it was only necessary for him to refer to the practice of the courts to enter a separate judgment on the claim and counter-claim. As to the second point, the section, after referring to the costs of the opposite party, said "that the court should have jurisdiction by judgment or order from time to time," and those words gave the judge jurisdiction to make the order appealed from. For these reasons the order of the 9th of October, 1894, must be affirmed, and the appeal dismissed, with costs.

CAVE, J., concurred.—COUNSELL, T. W. Chitty; Cook, Q.C., and Bartley Dennis. SOLICITORS, *Hood-Barra & Co.*; H. R. Elton.

[Reported by ESKINE REID, Barrister-at-Law.]

## Bankruptcy Cases.

*Re LOW, Ex parte GIBSON*—C. A. No. 1, 15th March.

BANKRUPTCY—BANKRUPTCY NOTICE FOUNDED ON FINAL JUDGMENT—IRREGULARITY—BANKRUPTCY ACT, 1883, s. 4, SUB-SECTION 1 (c).

This was an appeal by the petitioning creditor against an order of the registrar dismissing a bankruptcy petition. The act of bankruptcy alleged in the bankruptcy petition was the non-compliance by the debtor with a bankruptcy notice founded upon a final judgment. An action had been brought in the Chancery Division against the debtor and five other defendants. In this action final judgment was recovered by the petitioning creditor on the 26th of June, 1894, against the debtor and three out of the other five defendants. A bankruptcy notice founded upon this judgment was served upon the debtor. In the bankruptcy notice the judgment was described as having been obtained on the 26th of June, 1894, against the debtor and the five other defendants, whose names were given, instead of stating, as the fact was, that judgment had been obtained against the debtor and three only of the defendants. The debtor not having complied with the bankruptcy notice, a bankruptcy petition was presented by the judgment creditor on the 6th of December, 1894, in which the judgment was rightly described. The registrar held that by reason of the misdescription of the judgment in the bankruptcy notice the notice was rendered bad, and he dismissed the petition. The petitioning creditor appealed, and on his behalf it was contended that the statement in the bankruptcy notice that the judgment was recovered against six persons instead of four was a mere slip, and a formal defect or irregularity within the meaning of section 143 of the Bankruptcy Act, 1883, and that the debtor could not be and was not deceived by it, and that the bankruptcy notice was not thereby rendered invalid. In support of the decision of

the registrar reliance was placed upon the judgment of Bowen, L.J., in *Re Hayes, Ex parte Hughes* (1892, 2 Q. B. 628), in which he said that in bankruptcy proceedings forms must be strictly adhered to, because of the penal consequences of bankruptcy upon the bankrupt; that by the bankruptcy notice the debtor was required to pay a judgment debt, not in accordance with the judgment but with a non-existing judgment, and that amendment was never permitted in order to make that an act of bankruptcy which, but for the amendment, would not have been an act of bankruptcy. It was also contended that in the case of a joint judgment against several defendants, who were not partners, there was no power to issue a separate bankruptcy notice against one defendant, but that the notice ought to be issued against all the defendants, although it might be served on one only.

THE COURT (Lord Esher, M.R., and Lopes and Riggby, L.JJ.) allowed the appeal.

LORD ESHER, M.R., said that, as to the first point, it was true that there was a slight irregularity in the bankruptcy notice in the description of the judgment, for it was there stated that the judgment had been recovered against six persons, whereas, in truth, it was only against four out of the six defendants. But in the bankruptcy notice the debtor was told the date of the judgment which had been obtained against him and against several other persons whose names were mentioned. The debtor knew perfectly well that on that date judgment had been recovered against him in an action in which all the persons named had been defendants, and the debtor also knew that the judgment was only against himself and three of the defendants, and not against them all. The debtor, therefore, could have had no doubt as to what the judgment was in respect of which the bankruptcy notice was served upon him unless he thought that there had been another action on the same day against him and the same three defendants, in which judgment had been recovered for the same amount. Such a suggestion was manifestly absurd. It was obvious, to his Lordship's mind, that in this case the point as to the divergence between the terms of the judgment and those of the bankruptcy notice was a purely formal objection, and the defect was one which could not do any injustice to the debtor. It was certainly not a defect of any substance, but was unimportant. The bankruptcy notice was therefore a good notice, and, the debtor not having complied with it, it followed as a consequence that he could be made a bankrupt on that notice. A second point had been taken on behalf of the debtor, which was this: it was said that if there was a joint judgment against several defendants a bankruptcy notice could not be issued on that judgment against one of the defendants unless the notice were drawn up in form as against all the defendants. But it was admitted that, even if the notice were drawn up as against all the defendants, it could be served on one defendant only. What good, then, was it to the one defendant on whom the notice was served that the names of the other parties to the judgment were upon the notice? The point was one of the most extreme technicality, and could not succeed. The case of *Re Hayes, Ex parte Hughes* and the other cases cited were cases in which the fact that the bankruptcy notice did not follow the terms of the judgment was likely to cause substantial injustice to the debtor, and if that was so the objection was rightly held to be fatal to the validity of the notice. In this case, however, the court was of opinion that the notice was a good bankruptcy notice, and the appeal would therefore be allowed.

LOPES and RIGGBY, L.JJ., concurred. Appeal allowed.—COUNSELL, F. Cooper Willis; Muir Mackenzie. SOLICITORS, *Faithfull & Owen*; *Drake, Son, & Parton*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

*Re WORTH, Ex parte HASLUCK v. WARNER*—Vaughan Williams, J., 2nd December and 19th March.

BANKRUPTCY—ACT OF BANKRUPTCY—COMPUTATION OF TIME—BANKRUPTCY ACT, 1890 (53 & 54 VICT. c. 71), s. 1.

This was an application by the trustee in the bankruptcy of North for an order that Warner, an execution creditor, should repay to the estate the sum of £1,028 3s., received by him, or by his solicitor acting on his behalf, from the bankrupt after notice of a completed act of bankruptcy. The act of bankruptcy relied upon was possession by the sheriff for twenty-one days. Under section 1 of the Bankruptcy Act, 1890, "A debtor commits an act of bankruptcy if execution against him has been levied by seizure of his goods under process of an action in any court, and the goods have either been sold or held by the sheriff for twenty-one days." The sheriff in this case had gone into possession upon the 27th of June, 1893, and gone out upon the 18th of July. The question as to whether there was a completed act of bankruptcy depended, therefore, upon whether the day of taking possession was to be reckoned as one of the twenty-one days or not.

VAUGHAN WILLIAMS, J., held that the day on which the sheriff took possession was not to be reckoned, therefore, as he had gone out of possession on the 18th of July, he was only in possession twenty days, and there was no completed act of bankruptcy of which Warner had notice. His Lordship observed that at common law he would have had to include the day of entering into possession, upon the principle laid down in *Glaslington v. Rawlins* (3 East, 407), "Where time is to be computed from an act done the day on which such act is done is to be included in the computation," but this principle has been rendered inapplicable to bankruptcy by the interpretation clauses of the various statutes. Section 276 of the Bankruptcy Consolidation Act, 1849, enacts that "in all cases in which any particular number of days is prescribed by this Act for the doing of any act, or for any other purpose, the same shall be reckoned, in the absence of any expression to the contrary, exclusive of the first, and inclusive of the last day." Section 114 of the Bankruptcy Act, 1890, is wider in its terms: "Where by this Act any limited time from or after any date or event is



appointed or allowed for the doing of any act or the taking of any proceeding, then in the computation of such limited time the same shall be taken as exclusive of the day of such date or the happening of such event and as commencing at the beginning of the next following day, and the act or proceeding shall be done or taken at latest on the last day of such limited time, according to such computation." Section 141 of the Bankruptcy Act, 1883, is substantially the same as section 114 of the Bankruptcy Act, 1869. His lordship, therefore, thought that he should so interpret section 1 of the Bankruptcy Act, 1890, that there might be only one way of computing time in bankruptcy. The debtor had twenty-one days within which to redeem his goods, it was, therefore, an allowance of time "for the doing of any act," as laid down in section 276 of the Bankruptcy Consolidation Act, 1849. The first day must, therefore, be excluded, and the last included, the result being that in this case the act of bankruptcy had not been completed. Application dismissed.—COUNSEL, *E. C. Willis, Q.C.; Herbert Reed, Q.C., and Ringwood.* SOLICITORS, *Hilbery; Hedley T. P. Foster.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

*Re SMITH & LOGAN, Ex parte FLETCHER v. BRANDON*—Vaughan Williams, J., 19th March.

BANKRUPTCY—SECURED CREDITOR—VALUATION OF SECURITY—NOTICE TO TRUSTEE TO REDEEM—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), SCHEDULE 2, RULES 11, 12.

UPON the 9th of August, 1889, Mr. Brandon, the respondent in this case, lent to the bankrupt, Logan, the sum of £200 at six per cent. interest, and took as security for the same a charge upon two policies of insurance on Logan's life for the amounts of £1,500 and £1,000 respectively, which were held by an insurance company as security for a loan of £1,000. Logan was adjudicated bankrupt in July, 1890, when Mr. Arthur Cooper was appointed the trustee. He subsequently died, and was succeeded by Mr. Fletcher, the applicant in this case. Upon the 2nd of December, 1891, Mr. Brandon sent in his proof for £458 13s. 9d., setting forth the aggregate value of the security held by him at £440. Upon the 18th of December his proof was admitted at £18 13s. 9d. Upon the 29th of December he gave notice in writing to the trustee requiring him to elect to exercise his power to redeem the securities, as provided by rule 12, Schedule 2, of the Bankruptcy Act, 1883. The trustee failing to elect to exercise his power within six months, the trustee's interest in the securities vested in Mr. Brandon. Upon the 17th of September, 1894, Logan died, and it was discovered that there would be a balance of £1,758 on the policies after payment of the loan to the insurance company. The trustee thereupon launched this motion for a declaration that Mr. Brandon was not entitled to this sum, and that the trustee might redeem Mr. Brandon's interest in it on payment of the original debt of £200 in full with interest, premiums, and other expenses. It was contended on behalf of the trustee, first, that the charge held by Mr. Brandon was not a security to which rule 12 of Schedule 2 was applicable, and, secondly, that if it were, rule 12 had not been complied with, upon the ground that the meaning of the rule was that the creditor could call upon the trustee only to redeem a particular security against a particular debt, not to redeem all his security lumped together against the total amount of his debt, as had been done in this case.

VAUGHAN WILLIAMS, J., dismissed the trustee's application. His lordship observed that the rules in the schedule were somewhat vague, and might equally well admit of the interpretation put forward by the trustee, or of that put forward on behalf of Mr. Brandon. Such being the case, it was the duty of the court to consider the practice in vogue in valuing securities, and decide in accordance therewith. It was the common practice for creditors sending in proofs to value all their securities in a lump, and therefore it was quite legitimate for Mr. Brandon to do so, and to call upon the trustee to redeem in a lump. The notice was regular, and the trustee having failed to redeem within the statutory time, the interest in the policies passed to Mr. Brandon.—COUNSEL, *Muir Mackenzie; Herbert Reed, Q.C., and A. H. Carrington.* SOLICITORS, *Hollans, Sons, Coward, & Hauckley; G. & H. S. Brandon.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

*Re FOSTER, Ex parte THE OFFICIAL RECEIVER v. BYRNE*—Vaughan Williams, J., 19th March.

BANKRUPTCY—DEED OF ASSIGNMENT—RIGHT OF TRUSTEE OF DEED TO REMUNERATION.

THIS was an application by the official receiver for an order that Byrne, the trustee of a deed of assignment which was the act of bankruptcy upon which the receiving order in this case had been made, should hand over to the official receiver the balance of the moneys belonging to the debtor's estate remaining in his hands. Byrne claimed to retain £10 of such moneys as remuneration for his services, the undisputed facts being that he had given considerable time to the business, had induced the landlord to remit £5 15s. of the rent, and had obtained a purchaser of the goodwill at £20. The official receiver contended that he had no power to give any remuneration, and that if he had it was not deserved in this case.

VAUGHAN WILLIAMS, J., held that though the trustee under the deed could not claim any remuneration as of right, yet the official receiver had discretion to allow him something, and if the court thought the official receiver had not rightly exercised his discretion the court might override his decision. In this case the estate had undoubtedly benefited by Byrne's exertion, and he would allow him £5 as remuneration.—COUNSEL,

*Muir Mackenzie; G. Herbert Reed, Q.C., and A. H. Carrington.* SOLICITORS, *Hollans, Sons, Coward, & Hauckley; G. & H. S. Brandon.*

[Reported by P. M. FRANKS, Barrister-at-Law.]

\*\* We regret that, by an error, the case of *Fairclough v. Whitmore* (ante, p. 332) was described as *Fairclough v. Broadbent*, and that the names of the solicitors for the plaintiff were given as "Tyrrell, Lewis, Sons, & Broadbent," instead of Tyrrell, Lewis, & Broadbent; and the names of the solicitors for the defendant were given as "Bagot & White," instead of Bagot, Harro, & Co.

## LAW SOCIETIES.

### INCORPORATED LAW SOCIETY.

#### SPECIAL GENERAL MEETING.

In pursuance of the resolution passed at the adjourned annual general meeting held on the 15th of July, 1881, a special general meeting of the members of the society will be held in the hall of the society on the 26th of April next at 2 p.m. precisely.

Members who desire to move resolutions or to ask questions should give notice of them to the secretary on or before the 3rd of April, as it will be necessary to include them in the notice convening the meeting.

#### SOLICITORS' BENEVOLENT ASSOCIATION.

The 74th half-yearly meeting of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 20th inst., Mr. HENRY CHILD BEDDOE, J.P. (Hereford), presiding.

The SECRETARY read the minutes of the previous meeting.

The CHAIRMAN moved the adoption of the report, which stated that since the last half-yearly meeting 37 new members have been admitted, making with those added during the previous six months a total of 130 new members during the year. The aggregate number of members enrolled is 3,304, of whom 1,123 are life and 2,181 annual subscribers. 59 life members are also contributors of annual subscriptions. During the half-year the receipts of the association from all sources amounted to £2,530 0s. 2d., of which the following is a general summary:—Life subscriptions, £136 10s.; new annual subscriptions, £22 1s.; arrears, £46 4s.; renewed annual subscriptions, £1,152 18s.; donations, £130 5s.; dividends, £930 16s.; festival tickets, £25; and income tax returned, £96 6s. 2d. The total capital of the association now consists of £45,970 5s. 10d. Stock, in addition to the sum of £5,363 19s. 10d. pertaining to the Reardon Bequest. During the half-year 102 grants were paid from the funds, amounting to £2,093. Of this sum 3 members and 24 members' families received £1,110, while 17 non-members and 56 non-members' families received £993. The sum of £87 10s. was also paid to annuitants from the income of the late Miss Ellen Reardon's Bequest; £14 to the recipient of the "Hollans Annuity No. 1"; £15 to the recipient of the "Hollans Annuity No. 2"; and £15 to the recipient of the "Victoria Jubilee Annuity." These grants, together with the amounts recorded in the last half-yearly report, make a total of £2,999 given in relief by the association during the year 1894. The directors regret that they have to record the decease of their colleague, Mr. William Hodgkinson Guest, of Manchester, in whose place they have elected Mr. George Peter Allen, of Manchester. The directors have pleasure in announcing that Sir Richard Nicholson has kindly consented to preside at the thirty-fifth anniversary festival at the Hotel Métropole on Friday, the 21st of June, 1895. The generous support of the profession on this occasion is earnestly asked for, as there has recently been a very large loss of subscribers from death and other causes, while applications for assistance are increasing in number every year. It is therefore necessary to ask all members to bring the claims of the society before those in the profession who are not yet subscribers, and it is hoped that the forthcoming festival will be used as an opportunity for soliciting new subscriptions by those who are anxious to forward the interests of the association. The proposed alterations in rules 4, 8, 9, 10, 16, 17, and 19, which will be brought forward for the sanction of members of the association at the general meeting on the 20th of March, are considered by the board as desirable, so as to provide:—(1) That there shall be one general meeting every year instead of two; that it be held in the autumn; and that the accounts be made up to the 30th of June annually, and be laid before the general meeting. (2) That firms giving annual subscriptions or donations to the association be at liberty to nominate one member of the partnership as a member of the association for every guinea annually subscribed by the firm, or for every donation of £10 10s.

Mr. RICHARD PENNINGTON, J.P., seconded the motion, and the report was unanimously adopted.

Mr. JOHN HUNTER moved the alterations in rules 4, 8, 9, 10, 16, 17, and 19, of which notice had been given, and his resolutions were carried unanimously.

Mr. SPENCER WHITEHEAD moved a vote of thanks to the directors and auditors for their services during the past half-year, which was seconded by Mr. T. S. PRESTON and duly carried.

On the motion of Mr. W. F. BLANDY (Reading), seconded by Mr. SIDNEY SMITH, the proceedings concluded with a vote of thanks to Mr. H. C. BEDDOE for presiding.

#### UNITED LAW SOCIETY.

March 18.—Mr. C. W. WILLIAMS in the chair.—Mr. Boycott moved:

"That the decision of Mr. Justice Vaughan Williams in the case of *Brerip v. A. Salomon & Co. (Limited)* (*Law Journal*, February 23) was wrong." Mr. A. M. Begg opposed, and Messrs. Herbert Smith, Neville Tebbutt, Kirby, North, and Elliman also spoke. Mr. Boycott replied, and the motion was carried by 1 vote.

On March 25 Mr. L. W. Brown will move: "That the views advocated by Mr. Grant Allen in his book 'The Woman who Did' do not meet with the approval of this society."

#### THE HEREFORDSHIRE INCORPORATED LAW SOCIETY.

Proceedings at the annual general meeting, held at the Law Institution on the 21st of February, when there were present Mr. Llanwarne (president), Mr. Andrews (vice-president), Messrs. H. C. Beddoe, C. B. Beddoe, W. J. Humfry, J. Gwynne James, F. R. James, J. Lambe, C. E. Lilley, F. S. Collins, E. L. Wallis, H. V. Smith, and J. R. Symonds, hon. sec.

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted.

It was resolved on the motion of Mr. Gwynne James, seconded by Mr. Humfry, that Mr. Andrews be elected president for the ensuing year.

It was resolved on the motion of Mr. Humfry, seconded by Mr. Wallis, that a cordial vote of thanks be accorded to Mr. Llanwarne for his services as president during the past year.

It was resolved on the motion of Mr. H. C. Beddoe, seconded by Mr. Collins, that Mr. John Lambe be elected vice-president for the ensuing year.

It was resolved on the motion of Mr. W. J. Humfry, seconded by Mr. Llanwarne, that Mr. J. R. Symonds be re-elected hon. sec. and hon. treasurer for the ensuing year.

The following were elected as the committee:—Messrs. H. C. Beddoe, A. J. Corner, Humfry, J. Gwynne James, Llanwarne, Wallis, Cheese, Collins, Lilley, and Temple.

Resolved on the motion of Mr. F. R. James, seconded by Mr. C. B. Beddoe, that the committee be requested to consider the practice of payment of bailiffs for levying distresses with a view to uniformity.

Several gentlemen were elected members of the society.

The following are extracts from the report of the committee:—  
*Members.*—No alteration has taken place during the year, the number continuing to be 49.

*The Land Transfer Bill.*—This Bill was again introduced into the House of Lords and advanced to a certain stage and then dropped, but has again been brought in this session. A suggestion having been made that the opposition to the Bill might be dropped if adequate terms in the interest of the profession could be obtained, the committee unanimously resolved that such a course was most inexpedient, as they have all along urged that the principle of the Bill is opposed to the true interests of the public. At the request of the committee the president and Mr. Humfry attended a conference held in May between the Council of the Incorporated Law Society and the provincial law societies, when it was resolved that the opposition should be continued. The spirited address of the president of the Incorporated Law Society at Bristol, announcing that the council are prepared to take the initiative in enacting necessary reforms in conveyancing, will, the committee feel, add considerable weight to the future opposition to this objectionable measure. It is, however, of the utmost importance that the profession should not neglect its organization or be lulled into any sense of security in respect to this Bill. If it becomes law it will impose on the landowners of the country a very heavy tax for the sole benefit of a number of officials who are untiring in their promotion of a measure fraught with such promise of a harvest to them.

*The Incorporated Law Society, U.K.*—It will be remembered that in the year 1889 the subscriptions of members who were also members of provincial law societies were reduced from £1 to 10s. The council now find that the income of the society is insufficient to carry on its work, and they invited the provincial law societies to send delegates to meet them at a conference on the subject. At the request of the committee the president and honorary secretary attended the conference and a meeting of the Associated Provincial Law Societies, which were held on the 7th of February, when resolutions were agreed to in favour of increasing the registration fee of 5s. at present paid by all solicitors, by means of a special Act, or by concessions from the Chancellor of the Exchequer, and also of increasing the subscription if the council found this absolutely necessary. A proposition in favour of endeavouring to obtain an Act to make membership compulsory on all solicitors did not meet with much support, and was generally felt to be at any rate premature.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

*LAW STUDENTS' DEBATING SOCIETY.*—March 5.—Mr. Rupert Blagden in the chair.—Moot point: "That a local solicitor can successfully maintain an action for libel against the parties responsible for the editing and circulation of a local journal in which reports of cases in the county court of the district where the solicitor has been unsuccessful are, together with the solicitor's name, persistently inserted, while notices or reports of cases in which the solicitor has succeeded are persistently omitted, or, if inserted, make no mention of the solicitor's name (see *Roberts v. Moore*,

*Law Times*, January 26, 1895)." Mr. Anderson (in Mr. Wilkinson's absence) opened, and Mr. Dickson (in Mr. Alder's absence) seconded, in the affirmative; and Mr. Millington opened, and Mr. Hair (in Mr. Holleb's absence) seconded, in the negative. The following members also spoke: Mr. A. E. Clarke in the affirmative, and Messrs. Archer White and Trevor Roberts in the negative. Mr. Anderson replied, and the chairman summed up. The question was answered in the negative by 6 votes.

March 12.—Mr. Nugent Chaplin in the chair.—The subject for debate was: "That it is desirable that all museums, picture galleries, and libraries should be open on Sundays." Mr. Herbert Smith opened and Mr. Evans-Austin seconded in the affirmative; Mr. B. R. Armstrong opened in the negative. The following members also spoke: Messrs. Davies, Neville, Tebbutt, and Goodall in the affirmative; and Messrs. Trevor Roberts, Woodhouse, Alder, Hair, and H. Harcourt in the negative. Mr. Herbert Smith replied. The motion was carried by 5 votes.

March 19.—Mr. Halliday Harcourt in the chair.—The subject for debate was: "That the case of *Trustees of John Burns-Burns v. Brown* (1895, 1 Q. B. 325) was wrongly decided." Mr. H. Hargrove opened and Mr. G. Prosser seconded in the affirmative; Mr. A. Dickson opened and Mr. W. E. T. Jones seconded in the negative. The following members also spoke: Messrs. Berryman, A. E. Clarke, A. W. Watson, Simon, Herbert Smith, Nimmo, and Neville Tebbutt. Mr. Hargrove replied, and the chairman having summed up, the motion was lost by 5 votes. The subject for debate at the next meeting of the society, on March 26, is: "That the policy of the Government with regard to the Church in Wales deserves support."

THE UNION SOCIETY OF LONDON.—March 6, at 8 o'clock.—Mr. W. R. Willson, president, in the chair.—Mr. Sidney W. Clarke brought forward the motion on the agenda paper—viz., "That this House is of opinion that the policy of the Unionist party deserves support." Speakers: for the motion, Messrs. Clarke, Cator, and Tudor Lay; against the motion, Messrs. Bruce, Price, Montague, Barlow, Haythorne and Reed. The motion was lost.

## NEW ORDERS, &c.

### TRANSFER OF ACTION.

#### ORDER OF COURT.

Monday, the 11th day of March, 1895.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the schedule hereto shall be transferred to the Honourable Mr. Justice Vaughan Williams.

#### SCHEDULE.

Mr. Justice Kekewich (1895—G.—392). Edmund Philip Grove v. The Ford Lloyd Manufacturing Company Limited. HERSCHELL, C.

## LEGAL NEWS.

### OBITUARY.

Mr. ROBERT JOHN BIRON, Q.C., one of the metropolitan police magistrates, died last week. He was the eldest son of the late Rev. Edwin Biron, J.P., vicar of Lympne, Kent, and was called to the bar in Trinity Term, 1854. He was Recorder of Hythe, Deal, and Sandwich from 1859 to 1883. He was made a Queen's Counsel in 1882, and was appointed a metropolitan police magistrate in 1883. He sat as magistrate at Lambeth so recently as last Saturday week.

Mr. JAMES DICKINSON, Q.C., died last week, at the age of 84, at Beaulieu, Alpes Maritimes. Mr. Dickinson was called to the bar in 1835. In 1866 he was made a Queen's Counsel. He had a large practice before Vice-Chancellor Hall, and was universally esteemed as a good lawyer and able advocate. References by the judge to his admirable arguments will be found in many reported cases. He retired from practice about fifteen years ago.

Mr. DIOBY SEYMOUR, County Court judge for the Newcastle Circuit (No. 1), died on Saturday. He was the son of the Rev. C. Seymour, and was called to the bar in 1846, and practised on the North-Eastern Circuit. He was made a Queen's Counsel in 1861. In 1854 Mr. Seymour was appointed recorder of Newcastle-upon-Tyne. In 1889 he was appointed a county court judge.

### APPOINTMENTS.

Mr. S. A. RAM, solicitor (of the firm of Bridges & Co.), 23, Red Lion-square, has been appointed a Commissioner for Oaths.

Mr. H. C. BISCOM-SMITH, solicitor (of the firm of Biscom-Smith & Blagg), of Portsmouth, has been appointed a Commissioner for Oaths.

Messrs. ROLLIT & SONS, solicitors, of London and Hull, have been appointed Under-Sheriffs for the county of London by Alderman Faudel Phillips, the High Sheriff.

### CHANGES IN PARTNERSHIPS.

#### DISSOLUTIONS.

WILLIAM ASCROFT, ALFRED EDWARD ASCROFT, and ROBERT WALKER



ASCROFT, solicitors (W., A., & R. Ascroft), Preston and Blackpool. In future Messrs. William and Robert Walker Ascroft will carry on business in partnership under the style of W. & R. Ascroft, at Preston; and Mr. Alfred Edward Ascroft will carry on business separately at Blackpool. Jan. 1.

JOHN BROCKETT SORRELL and JOHN BROCKETT SORRELL, jun., solicitors (Sorrell & Son), 10, Trinity-square, Tower, London. March 12. [Gazette, March 15.]

## GENERAL.

Mr. Justice Day has resumed his seat on the bench, sitting in the Admiralty Court, in place of Mr. Justice Bruce, who has gone on circuit.

The London Gazette for Tuesday last contains a lengthy Order in Council altering the instructions, precepts, notices, and forms under the Registration of Electors Acts.

The following are the days fixed by the judges (Sir Henry Hawkins and Mr. Justice Kennedy) for holding the ensuing Spring Assizes on the Northern Circuit, viz.:—Sir Henry Hawkins will proceed alone to Manchester on Monday, the 15th of April, and to Liverpool on Monday, the 22nd of April, at which two places civil business only will be taken. The judge will return to Manchester on Monday, the 29th of April, when Mr. Justice Kennedy will join the circuit, and both civil and criminal business will be taken. The two judges will afterwards go to Liverpool on Monday, the 6th of May, when both civil and criminal business will be heard.

At the Birmingham Assizes on the 14th inst. Mr. Baron Pollock, addressing the bar, said that, although not in London, he would like before beginning business to speak of the death of Mr. Finlason, law reporter to the Times. More than fifty years ago he first knew him. As a reporter, to whom the bar and the bench were much indebted for the accuracy and the learning of his reports, there could be no doubt that his position was almost, if not quite, unique. Above all, he was fond of his profession; a true friend of all who knew him; a kind-hearted and a modest man, ready to give assistance to the youngest member of his profession; always earnest and zealous in his work.

In the House of Lords Standing Committee on Law on the 19th inst., in connection with the Convention of Royal Burghs (Scotland) Act, 1879, the Marquis of Salisbury took objection to the system, extended by this measure, of what is known as legislation by reference. Reference was made to particular sections of the principal Act, and words were to be read into them, so that unless a person had a library at his elbow he could not understand what the Bill really did. He suggested that the inconvenience might be met by printing the sections of the principal Act which were to be modified in the schedule in smaller type. The Lord Chancellor thought there was a great deal to be said for the suggestion; the only objection would be the making of the statute-books more bulky. Viscount Cross mentioned that the awkwardness of legislation by reference was constantly experienced at petty sessions.

The report of the directors of the Law Accident and Contingency Insurance Society (Limited) states that the income of the society for the year amounts to £30,063, as against £7,041 for the previous financial year. The claims and reinsurance premiums amount to £7,065. After allowing for all items of income and expenditure there remains a credit balance (including £1,351 brought forward from last year) of £12,030. Out of this balance the directors recommend a dividend for the year of 5 per cent., which will absorb the sum of £1,250, the balance, after payment of directors' fees, to be carried forward as a reserve for unexpired risks and claims intimated prior to the end of the year.

## COURT PAPERS.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, March .....	Mr. Leach	Mr. Rolt	Mr. Carrington
Tuesday .....	Godfrey	Farmer	Lavis
Wednesday .....	Leach	Rolt	Carrington
Thursday .....	Godfrey	Farmer	Lavis
Friday .....	Leach	Rolt	Carrington
Saturday .....	Godfrey	Farmer	Lavis
	Mr. Justice STIRLING.	Mr. Justice KEENE.	Mr. Justice ROMER.
Monday, March .....	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday .....	Pugh	Pemberton	Cloves
Wednesday .....	Beal	Ward	Jackson
Thursday .....	Pugh	Pemberton	Cloves
Friday .....	Beal	Ward	Jackson
Saturday .....	Pugh	Pemberton	Cloves

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

ALLISTONE.—March 16, at Boncombe, St. Albans-road, Harlow, N.W., the wife of Alfred Allistone, solicitor, of a daughter.  
ATKIN.—March 17, at 18, Horton-street, Campden-hill, W., the wife of J. B. Atkin, barrister-at-law, of a daughter.  
BESOR.—March 9, at Penarth, near Cardiff, the wife of Frederick William Besor, M.A., B.C.L., solicitor, of a daughter.  
MARSHALL.—March 12, at Copley Dene, near Halifax, the wife of Harold Marshall, solicitor, of a daughter.  
OWEN.—March 15, at Elmsmere, Hunter's-hill, Sydney, N.S.W., the wife of Langer Owen, barrister-at-law, of a daughter.

## DEATHS.

BROWN.—March 12, at 73, Warwick-square, Finsley, S.W., Robert John Brown, Q.C., of influenza, aged 66.  
CRUTTENDEN.—March 10, at Battle, Sussex, after a short illness, William Cruttenden, solicitor, aged 71.  
DICKINSON.—March 14, at Beaulieu, Alpes-Maritimes, James Dickinson, Q.C., of Burnham Grove, Bucks, and formerly of Lincoln's-inn, aged 81.  
HARRARD.—March 15, at Birchville, Bushey-heath, Herts, George Harrard, barrister-at-law, of Lincoln's-inn, of pneumonia, following influenza, aged 82.  
KING.—March 5, Francis Thornley King, of Bath, solicitor, aged 58.  
ROIT.—March 4, at 110, Regent's-park-road, N.W., Frederick Roit, late of St. Paul's-chambers, Ludgate-hill, E.C., solicitor, aged 66.  
SAINT.—March 7, at 113, Letcham-gardens, Kensington, John James Heath Saint, revising barrister and Recorder of Leicester, aged 67.  
TIERHUPF.—March 10, at Brook House, Twickenham, Charles Joseph Thrupp, barrister-at-law, late of the Inner Temple, aged 75.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

## WINDING UP NOTICES.

London Gazette.—FRIDAY, March 15.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

BOURNE HALL, LIMITED.—Petition for winding up, presented March 12, directed to be heard on March 27. Lowry & Co, 12, Coleman st, agents for Biddon & Co, Bournemouth, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26.  
CORPORATION OF SHAREHOLDERS AND BONDHOLDERS, LIMITED.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr Jacob Samuel Ballin, 228, Gresham House, Old Broad st. Travers & Co, Throgmorton avenue, solvers to the liquidator.  
D. W. FORBES & CO, LIMITED.—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Frank Drury, Mansion House chambers, 11, Queen Victoria st. Foss & Latham, Abchurch lane, solvers to the liquidator.  
FIELD'S MERCANTILE CO, LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to T. J. Agar and J. Hirst, 41, High st, Shrewsbury.  
LONDON GENERAL MACHINE PRINTING AND PUBLISHING CO, LIMITED.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to James Leopold Fielder, 21, Queen Victoria st.  
PRESERVATION SYNDICATE, LIMITED.—Petition for winding up, presented March 12, directed to be heard on March 27. Walker J. Payne, 11, Queen Victoria st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26.  
TRAMWAYS COMPANY OF FRANCE, LIMITED.—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Alfred Morris, 13, Throgmorton avenue. Ashurst & Co, solvers to the liquidator.

London Gazette.—TUESDAY, March 19.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

COMMERCIAL STOCK AND SHARE CORPORATION, LIMITED.—Petition for winding up, presented March 11, directed to be heard on March 27. Thomson & Co, West st, Finsbury circus, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the evening of March 26.  
COSTA RICA PACIFIC GOLD MINING CO, LIMITED.—By an order made by Vaughan Williams, J., dated March 6, it was ordered that the voluntary winding up of the company be continued. Blunt & Co, Gresham st, solvers for petitioner.  
NATIONAL FINANCIAL CORPORATION, LIMITED.—Petition for winding up, presented March 15, directed to be heard on March 27. Bedford, King st, Cheapside, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26.  
NEW VIOLA CO, LIMITED.—Vaughan Williams, J., has, by an order dated March 6, appointed Mr James Durie Pattullo, 21, St. Swithin's lane, to be voluntary liquidator in the place of Mr Harry Middlebrook Bentley, deceased. Glacier, Essex st, Strand, solvers for liquidator.  
PATENTS PROPRIETARY, LIMITED.—Petition for winding up, presented March 12, directed to be heard on March 27. Mackrell & Co, Cannon st, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26.  
WILLIAM STUBBS, LIMITED.—Petition for winding up, presented March 12, directed to be heard on March 27. Nield & Strouts, Monument Station bldgs, solvers for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 26.

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 5.

HANSON, WILLIAM, Otley, York, Chimney Sweeper. April 2. Walker v Hanson, Chitty, J. Dacre, Otley.  
HOARE, Sir HENRY AINSLIE, Sloughhead, Wilts, Baronet. April 6. Hoare v Hoare, North, J. Stevens, Lincoln's inn fields.

London Gazette.—FRIDAY, March 9.

LOMER, HENRIK, Lenthall mews, South Kensington, Horse Dealer. April 1. Hoare v Lomer, Kekewich, J. Goulding, Finsbury pavement.  
PICKUP, JOHN, Bolton, Lancaster, Stationer. April 9. Wood v Pickup, Registrar, Manchester. Hudson, Manchester.

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 5.

BRAUNMONT, JAMES, Ipswich, Clerk April 13 Cobbold & Co, Ipswich  
 BRAUNMONT, JOSEPH WILSON, Heaton Chapel April 15 Wallen, Manchester  
 BENNETT, WILLIAM, Birmingham, Cabinet Maker April 1 Unett & Co, Birmingham  
 BRADY, ELLEN, Crossens, Southport March 19 Betham, Southport  
 BROWN, HENRY BENJAMIN, Warton, Yorks, Farmer April 17 Robson, Pocklington  
 BURROW, WILLIAM, Cardiff, Colliery Agent March 31 Collins & Woods, Swansea  
 CHRISTY, GEORGE, Westerham, Esq April 15 Baileys & Co, Berners st  
 CLARK, MATTHEW, Cusworth, Yorks, Farmer April 15 Pitman & Sons, Clement's lane  
 COOKE, JOHN, Whalley Range, Yarn Agent March 25 Whitworth, Manchester  
 COSSLETT, RICHARD, Bristol, Gent April 4 Osborne & Co, Bristol  
 CROXTON, JOHN, Cheddleton March 25 Hollinshead & Moody, Tunstall  
 DEMAIS, SARAH ANN, Rainesgate April 4 Nicholson & Patterson, Parliament st  
 ERITH, GEORGE, South Hackney, Lime Merchant June 1 Wade, Clifford's inn  
 FITZMAURICE, HON ALEXANDER TEMPLE, Abergavenny April 17 Lyne & Co, Newport  
 FRIEND, FREDERICK, King William st, Merchant April 19 Young & Co, Essex st  
 GLEGG, JAMES, Catford, Accountant April 23 Godden & Co, Old Jewry  
 GRAY, HENRY, St Helen's, I W, Esq March 21 Vincent, Ryde  
 GREEN, JOHN, Dronfield April 13 Gould & Coombe, Sheffield  
 GRIFFITHS, JOHN, Rugeley, Farmer March 25 Landor & Son, Rugeley  
 GURNELL, SARAH CATHERINE, Barton on Humber July 1 Nowell & Co, Barton on Humber  
 HALL, ELIZABETH, Brixton April 15 Bonney, Chancery lane  
 HALL, SILAS, Bullocks Stead, Northumbria, Farmer April 29 Clark, Newcastle upon Tyne  
 HERON, GEORGE, Moore Hall, Chester, Canon March 30 Greenall & Buckton, Warrington  
 HOBBOCK, JAMES, Worsley April 20 Dendy & Paterson, Manchester  
 HUSTWATTE, JOHN DYMOCK, Shipley, Brewers' Traveller April 1 Atkinson, Shipley  
 IMBROUX, JONATHAN, Burton Grange, nr Barnsley, Farmer April 9 Smith & Co, Sheffield  
 JESKINS, THOMAS LOWTREN LAYTON, Bengal, Magistrate April 10 Lascelles, Narberth  
 JOHNSON, FRANCIS, Full Sutton, Yorks, Farmer April 17 Robson, Pocklington  
 KIDD, ROBERT LEAMON, Hampton, Manufacturer April 1 Goodchild, Norwich  
 LUND, JOHN, Rochdale, Butcher March 11 Wilson, Wigan  
 MATLEY, SARAH JANE, Mottram in Longdendale April 5 Higson & Son, Manchester  
 MERRITT, THOMAS LUTON, Olveston, Glos, Farmer April 15 Crossman & Co, Thornbury RSO  
 NOBLE, LUKE, Edgbaston, Gent March 31 Wood & Co, Birmingham  
 PARTRIDGE, ADELAIDE, Evesham, Licensed Victualler April 10 Byrch & Cox, Evesham  
 RAYNE, JOHN, Newton Flotman, Nurseryman March 30 Backham, Norwich  
 SIMMS, FREDERICK HENRY, Cheapside, Solicitor's Clerk April 6 Neave & Co, Cheapside  
 SINGLETON, ELIZA, Burslem March 25 Hollinshead & Moody, Tunstall  
 SINGLETON, FANNY, Burslem March 25 Hollinshead & Moody, Tunstall  
 SMITH, THOMAS GREEN, Tipton, Roll Turner March 30 Hooper, Dudley  
 TALBOT, GEORGE, Bristol, Shopkeeper March 31 Day, Bristol  
 TURNER, WILLIAM, Sheffield, Merchant April 13 Bramley & Son, Sheffield  
 WIGG-GILBERT, REV EDWARD THOMAS, Cator April 18 Keightley & Co, Liverpool  
 WILLIAMS, COL ST JOHN, Paddington April 15 Webb & Co, Essex st  
 WILLIAMS, REV THOMAS, Llanelwyl, Anglesea April 1 Stephenson, Liverpool  
 WINDER, WILLIAM JOHN, Fenchurch st April 14 Taylor & Taylor, New Broad st  
 WRIGHT, GEORGE, Southsea April 15 Cousins & Burbridge, Portsmouth

London Gazette.—FRIDAY, Mar. 8.

ALDRED, THOMAS, Manchester, Accountant April 10 Wigglesworth & Rogerson, Manchester  
 ANDERSON, MADEI, Harbottle April 5 Botterell & Roche, Sunderland  
 BARKER, ANN, Rawmarsh April 10 Saunders & Nicholsons, Wath upon Dearne  
 BRADFORD, EMILY GREENSLADE, Hastings April 15 Kitsons & Co, Torquay  
 BUTTERWORTH, WILLIAM, Newton Heath April 20 Needham & Co, Manchester  
 CARR, LOUISA, New Hampton April 8 Hubbard, Chancery lane  
 CHAPMAN, GEORGE HENRY, Cannon st, Merchant April 20 Lawrence & Co, Lincoln's inn  
 DAVIES, JOHN, Llanddewibref, Innkeeper April 12 Price & Lloyd, Lampeter  
 EVANS, FRANCES SARAH, Hautes Pyrenees April 20 Wetherfield & Co, Guildhall  
 EVANS, JOHN ISAAC, Pontypriid, Gent May 1 Cousins, Cardiff  
 GIBB, HARRIET, Lewisham rd April 6 Horne & Birkett, Lincoln's inn fields  
 KNIGHT, JOHN, Woodford, Silk Hemmer April 10 Hutchinson & Tjion, Basinghall st  
 LOWTHER, SIR CHARLES HUGH, Baronet April 30 Lawrence & Co, Lincoln's inn  
 MANSFIELD, EDWARD, Fimlico April 10 Crouch & Co, Lawrence lane  
 MITCHELL, ELIZABETH, Birmingham April 12 Saunders & Co, Birmingham  
 OFFERHAIM, LEWIS, Orsett tree, Surgeon April 15 Lindo & Co, Finsbury circus  
 POTTNER, HENRY, Middlesbrough, Blacksmith April 1 Jackson & Jackson, Middlesbrough  
 POUNCEY, ANN, Ripon April 1 8 Wise & Son, Ripon  
 PRICE, JAMES, Paignton, Esq April 8 Hopgoods & Dowson, Whitehall pl  
 SIM, MALCOLM OVANS, Harley st April 20 Barker, Bedford row  
 STICK, JAMES, St Columb, Farmer April 30 Collins & Son, St Columb  
 STOCKEN, WILLIAM, Lime st, Solicitor June 8 Mote & Son, Queen st  
 SURAGE, THOMAS LYNDON JAMES, Hampstead, Barrister at Law April 5 Wastell & Ruddock, Fleet st  
 SUTCLIFFE, ARTHUR EDWIN, Manchester, Surgeon April 30 Ashworth & Inman, Manchester  
 VAN, CHRISTOPHER, Hammermith, Grocer April 10 Oldman & Co, Old Serjeants' inn  
 VICKERY, WILLIAM, Plymouth, Baker April 30 Hawken, Plymouth  
 WARMAN, JOHN THOMAS, Poplar, Cowkeeper April 8 C Warman, 88, Upper North st Poplar

WATERMAN, CAROLINE, Richmond, Fishmonger April 15 Potter & Co, King st  
 WOOD, JAMES JOSEPH, Leighton Buzzard, Confectioner April 17 Garrett, Great James street

London Gazette.—TUESDAY, March 12.

ACRES, BENJAMIN, Holloway, Licensed Victualler March 30 Wallis, Pancras lane  
 BALSDON, JOSEPH, Heavitree, Gent April 12 Jerman, Exeter  
 BREWER, HANNAH JANE, Hereford April 10 Holt & Co, Lincoln's inn fields  
 BINGHAM, JOHN, HENRY, Manchester, Licensed Victualler April 19 Heath & Sons, Manchester  
 BURTON, MARY ANN, Piccadilly April 7 Gamlen & Bardett, Gray's inn sq  
 CHURCHILL, RIGHT HON RANDOLPH HENRY SPENCER, Grosvenor sq, M P April 2 Lumley & Lumley, Conduit st  
 COLERIDGE, ELIZABETH, Ottery April 16 Stamp & Co, Honiton  
 COLES, WILLIAM FATHERS, Croydon, M D April 8 Rowland & Hutchinson, Croydon  
 COOPER, WILLIAM, Birmingham, Printer May 4 Blackham & Taylor, Birmingham  
 CULVERHOUSE, JOHN, Brondesbury, Gent May 1 Lovell & Co, Gray's inn sq  
 DYER, FREDERICK, Camden Town, Engineer April 8 Parish & Hickson, St Swithin's lane  
 EDWARDS, BENJAMIN, Leeds, Forge Manager April 15 James, Leeds  
 EXLEY, JOHN, Manchester, Accountant May 1 J & E Whitworth, Manchester  
 GARFITT, GEORGE, Thornbury, Yorks, Dyer's Manager April 1 Newell, Bradford  
 GARRETT, FRANCES LOUISA JACQUELINE ELIZABETH, Highbury crest April 11 Pontifex & Co, Holborn circus  
 GENTLE, JOHN, Hampstead April 13 Whitehead, Fleet st  
 HALLETT, MARY MARIA, Norwich, Milliner April 15 Metcalfe & Sharpe, Chancery lane  
 HUTCHINSON, WILLIAM, Ledstone, Yorks April 21 Loatham & Co, Wakefield  
 KNIGHT, HANNAH MARIA, Reading April 18 Lewis & Borne, Chancery lane  
 LEE, SIR JOSEPH COCKEY, Manchester April 20 Grundy & Co, Manchester  
 MANN, JAMES, Scartoft, Gent June 1 Stead, Leeds  
 MEALING, FREDERICK WILLIAM, Birmingham, Clerk April 30 Blackham & Taylor, Birmingham  
 MEYER, JAMES, Enfield April 23 Rooper & Whateley, Lincoln's inn fields  
 NORTH, THOMAS, Southwark, Iron Merchant April 27 Chester & Co, Bedford row  
 PARKES, WILLIAM, Willenhall, Iron Merchant April 15 Nere & Co, Wolverhampton  
 PIGGOTT, ELIZA, Westminster Bridge rd, Hotel Keeper April 30 John Smalley, 6, Trafalgar rd, Greenwich  
 POTECARY, WALTER, Nether Wallop, Gent April 30 Robins & Co, Old Broad st  
 RAMAGE, CAROLINE ELIZABETH, Greenwich April 18 Anderson & Sons, Ironmonger lane  
 RICH, JOHN, Romford, Cattle Drover April 24 Hunt & Co, Romford  
 RILEY, WILLIAM, Chadwell Heath, Cordwainer April 24 Hunt & Co, Romford  
 SAVILL, ELIZA CLARISSA, Brighton April 30 Dixon & Co, Savoy mansions  
 SMRETH, CLARA ELIZABETH, Stapenhill April 22 Small & Talbot, Burton on Trent  
 STEDMAN, FRIEND, Deptford, Gent May 1 Carnegie, Queen Victoria st  
 THOMAS, JOHN, Forthleven, Esq March 30 Tyacke, Helston  
 WOOD, JOSEPH, Stockport April 17 Sidebotham & Sidebotham, Stockport  
 WRAGG, SARAH, Hasland May 1 Bunting, Chesterfield

London Gazette.—FRIDAY, Mar. 15.

ARMAN, JOHN, Scarborough, Gent April 27 Turnbull & Moody, Scarborough  
 BAIRD, SARAH HOMES, Newcastle upon Tyne April 30 Watson & Dendy, Newcastle upon Tyne  
 BAKER, WILLIAM TITUS, Stocksfield March 31 Mabane & Graham, South Shields  
 BARNFORD, ARTHUR JOHN JONES, Flint, Esq April 30 Parry & Co, Denbigh  
 BELL, MARY MUTER HALSALL, Simla, India April 10 Speechly & Co, New inn  
 BERIDGE, HENRY WEAKE, Hellingly May 1 Hyde & Co, Ely pl  
 BRECHLEY, ROSEMOND SPONG, Northfleet March 27 Harries & Co, Coleman st  
 CLARK, HENRY, Malmesbury, Wilts, Miller April 20 Clark & Smith, Malmesbury  
 COOK, EDMUND, Gt Henny, Yeoman March 30 Andrews & Co, Sudbury  
 COPLAND, WILLIAM, Newcastle on Tyne, Painter April 25 Davies & Balkwill, Newcastle upon Tyne  
 COX, CHARLES, Rowley Regie, Cattle Dealer April 23 Coldicott & Son, Dudley  
 CRIMES, ANN, Manchester April 18 Scholes, Manchester  
 ELLIOTT, HENRY, Crimble, Yorks, Innkeeper March 30 Sykes, Huddersfield  
 FORBES, ALEXANDER JOHN, Furness, Bengal April 20 Oliver, Gracechurch st  
 GRIMES, BENJAMIN CHARLES, Stoke Newington, Gent April 20 Bayley & Co, Tooley st  
 HALL, WILLIAM EDWARD, Yeovil, Barrister at law May 1 Western & Sons, Essex st  
 JAMES, MARY ANN, Northampton April 20 Walker, Northampton  
 JOHNSON, WILLIAM, Cowley Dronfield April 20 Shipton & Co, Chesterfield  
 KERBER, PETER, Nottingham, Jeweller June 1 Wing, Nottingham  
 LYON, JOHN, Liverpool, Coachbuilder April 22 Mason & Co, Liverpool  
 MANCLARK, ISABEL, Clapham April 17 Bathurst, Kensington  
 MAITLAND, REV ALEXANDER CHARLES, Delhi April 16 Harries & Co, Coleman st  
 MANSFIELD, EDWARD, Fimlico April 18 Crouch & Co, Lawrence lane  
 METCALFE, TIMOTHY, Burnston April 18 Reed, Furnival's inn  
 MITCHELL, FRISCILLA CATHERINE, Mitcham April 13 Boxall & Boxall, Chancery lane  
 O'MAHONEY, JOHN COLFORE, St Petherton, Lieutenant April 12 Woolcombe & Son, Plymouth  
 PATTISON, WILLIAM WATSON, Felling House, Durham, Chemical Manufacturer April 30 Watson & Dendy, Newcastle upon Tyne  
 PHILLIPS, CHARLES, Waterhouses, Stafford, Licensed Victualler May 11 Bishton, Leek  
 PROBERT, JOHN PHILIP, Kensington, Wine Merchant April 17 Irvine & Co, Mark lane  
 ROLLS, ISABELLA, Camberwell May 1 Prior & Co, Lincoln's inn  
 ROSEMAN, JOHN THOMAS FULTON, Cheetham, Railway Officer April 18 Scholes, Manchester  
 ROUS, SARAH ANN, Saxmundham April 30 Southwell & Fry, Saxmundham  
 SAMSON, HENRY, St Mary's Axe, Merchant April 30 Grundy & Co, Lincoln's inn  
 THOMAS, MORGAN, Wilton, Glain, Farmer April 1 Ross & Gwyn, Cowbridge  
 THOMPSON, ROBERT, Enfield April 13 Clapham & Co, Bishopsgate  
 VON MUHN, JULIUS ENGELBERT, Mark lane, Esq April 16 Emmet & Co, Bloomsbury sq  
 WAYTE, ENNA, Notting Hill April 5 Dixon, Putney  
 WEBB, HENRY, Reigate, Esq May 6 Webb & Co, Argyll st  
 WELSH, LUCY ROSE, Octacumund April 10 Speechley & Co, Strand



## BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 15.

## RECEIVING ORDERS.

ADAMS, ALFRED BREWER, Gt Yarmouth, Publican Gt Yarmouth Pet March 11 Ord March 11  
 ALISON, WILLIAM, Nottingham, Draper Nottingham Pet March 12 Ord March 12  
 ANDREWS, JAMES WILLIAM, W Hartlepool, Bootmaker Sunderland Pet March 12 Ord March 12  
 ANTILL, HANNAH TODD, Crews, Painter Nantwich Pet March 12 Ord March 12  
 ASHFORTH, FREDERICK, Blackpool, Goods Clerk Preston Pet Feb 28 Ord March 11  
 AUSTIN, JOSEPH, Leicester, Baker Leicester Pet March 11 Ord March 11  
 BATTY, GEORGE, Lowestoft, Smackowner Gt Yarmouth Pet March 11 Ord March 11  
 BENJAMIN, LEOPOLD SOLOMON, Baywater, Export Merchant High Court Pet Feb 7 Ord March 12  
 BERT, FREDERICK JAMES, Stroud, Jeweller Gloucester Pet March 12 Ord March 12  
 BLITH, THOMAS WILMSHURST, Gt Yarmouth, Baker Gt Yarmouth Pet March 12 Ord March 12  
 BOBBETT, SAMUEL GRACE, Faint, Farmer Tunbridge Wells Pet March 9 Ord March 9  
 BREWSTER, WALTER JOHN, Walthamstow, School Board Teacher High Court Pet March 11 Ord March 11  
 BROWN, C. QUEEN'S PARK, Grocer High Court Pet Feb 22 Ord March 12  
 BULLER, FRANK THOMAS, Paddington, Clerk High Court Pet March 11 Ord March 11  
 BURNS, JOHN, Birmingham, Toolmaker Birmingham Pet March 11 Ord March 11  
 COOAN, JOHN LOWMAN, Coleman St, Wine Merchant High Court Pet Jan 24 Ord March 12  
 CROSS, HENRY, Farleton, Licensed Victualler Kendal Pet March 12 Ord March 12  
 DALRYMPLE, WILLIAM CHARLES, Finsbury pavement, West India Merchant High Court Pet March 11 Ord March 11  
 DANIEL, GEORGE HERBERT, Pontypool, Civil Engineer Newport, Mon Pet March 12 Ord March 12  
 FAIRHURST, WILLIAM, Bolton Bolton Pet March 11 Ord March 11  
 FLEMING, ROBERT, Bolton, Carter, Bolton Pet March 12 Ord March 12  
 GOSNEY, GEORGE WILLIAM, Leeds, Provision Merchant Leeds Pet March 11 Ord March 11  
 GROWAN, ARTHUR CORNELIUS, Newport, Mon, Printer Newport, Mon Pet March 12 Ord March 12  
 GUEST, HERBERT, Leigh, Grocer Bolton Pet March 12 Ord March 12  
 HANNAFORD, PARNELL, Plymouth, Forage Dealer Plymouth Pet March 12 Ord March 12  
 HEATH, FREDERICK CHARLES, Bocking, Miller Chelmsford Pet Feb 22 Ord March 9  
 HIGGINS, FRED, Doncaster, Confectioner Sheffield Pet March 12 Ord March 12  
 JOLMES, ARTHUR WALTER, Watton, Norfolk, Coal Merchant Watton Pet March 11 Ord March 11  
 KAISER, MARK EDGEMOND, Boot Dealer Birmingham Pet March 12 Ord March 12  
 KINNEBLEY, JOHN, Leominster, Baker Leominster Pet March 12 Ord March 12  
 LEVY, HENRY, St John's sq, Clock Maker High Court Pet Feb 22 Ord March 12  
 LOVELL, HERBERT, Ealing, Printer Brentford Pet Feb 2 Ord Feb 26  
 MARSH, JOSEPH, St Helen's, Builder Liverpool Pet March 12 Ord March 12  
 MILLER, EDWIN, Kennington, Horse Dealer High Court Pet Feb 16 Ord March 12  
 MILLINGEN, MAURICE, Strand, Umbrella Maker High Court Pet Feb 6 Ord March 12  
 MORGAN, THOMAS BROWN, Clun, Farmer Leominster Pet Feb 23 Ord March 11  
 MORGAN, THOMAS LLOYD, Llandovery, Chemist Carmarthen Pet March 9 Ord March 9  
 NETTLETON, ALFRED THOMPSON, Leeds, Saddler Leeds Pet March 11 Ord March 11  
 OFFENHEIM, JOSEPH GUTTMANN, Leeds, Cigar Merchant Leeds Pet March 11 Ord March 11  
 PATTEN, JAMES HINDS, Newhall, Chemist Burton on Trent Pet March 12 Ord March 12  
 PHILP, ARTHUR SPARKS, West Smithfield, Meat Salesman High Court Pet March 4 Ord March 12  
 PICKLES, BENJAMIN, Halifax, Overlooker Halifax Pet March 12 Ord March 12  
 RAMSBOTTOM, THOMAS, Goole, Grocer Wakefield Pet March 12 Ord March 12  
 RAWLINS, EDWARD JEFFREY, Dalston, General Dealer High Court Pet March 11 Ord March 11  
 RICHARDS, THOMAS EDENHEZE, Dover, Tailor Canterbury Pet March 12 Ord March 12  
 SCULL, WILLIAM HENRY, Downham, Ironmonger Metherly Tyddil Pet March 12 Ord March 12  
 SOKES, MAJOR, Chelsea, Salesman High Court Pet Feb 19 Ord March 11  
 STEPHENSON, JOHN HENRY, Marylebone, Bedstead Warehouseman High Court Pet March 12 Ord March 12  
 TONKINGTON, ALFRED, Rhy, Builder Rangor Pet Feb 25 Ord March 12  
 WALKER, WILLIAM HENRY, Faringdon, Bootmaker Swindon Pet March 12 Ord March 12  
 WALL, DAVID WILLIAM, Camberwell, Hatter High Court Pet March 2 Ord March 11  
 WALLS, HARRY DORSET, York, Hairdresser York Pet March 11 Ord March 11  
 WEBB, THOMAS MONTGOMERY, Lichfield, Lieutenant Walsall Pet Jan 8 Ord Feb 28  
 WILLIAMS, WALTER HOBAN, Pontypool, Outfitter Pontypool Pet Feb 25 Ord March 12  
 WINTERBORN, W. HACKNEY, Auctioneer High Court Pet Feb 4 Ord March 11  
 YELLS, JOHN, Moreton in Marsh, Farmer Banbury Pet Feb 27 Ord March 12

## FIRST MEETINGS.

ASTON, WILLIAM, Camphilly, Blacksmith March 26 at 11.30 Off Rec, 26, Queen St, Cardiff  
 AUSTIN, JOSEPH, Leicester, Baker March 22 at 12.30 Off Rec, 1, Berridge St, Leicester  
 BALL, THOMAS, Chudleigh, Builder March 22 at 11 Off Rec, 13, Bedford circus, Exeter  
 BARTLETT, WILLIAM HENRY, Mountain Ash, Fish Salesman March 22 at 2 Off Rec, 10, Northey Tyddil  
 BELL, GEORGE ALBERT, Landport, Printer March 22 at 3 Off Rec, Cambridge junction, High St, Portsmouth  
 BETHON, HENRY, Swansea, Master Mariner March 22 at 19 Off Rec, 31, Alexandra rd, Swansea  
 CAMPERELL, THOMAS, Baitow in Furness, Bootmaker March 22 at 11 16, Cornwall St, Baitow in Furness  
 CHAPMAN, ALFRED WILSON, Brockley March 22 at 2.30 Bankruptcy bldg, Coney St  
 COOK, HATY MAULSTON, Lambourne March 22 at 2.30 Off Rec, 34, Rail way app, London Bridge  
 DOUGHERTY, JOHN HENRY, Gt Grimsby, Painter March 22 at 11 Off Rec, 15, Osborna St, Gt Grimsby  
 FAIRBANK, EDWARD, Bradford, Grocer March 22 at 11 Off Rec, 31, Manor row, Bradford  
 FAIRHURST, WILLIAM, Bolton March 22 at 11 14, Wood St, Bolton  
 FEATHERS, GEORGE, Folkestone, Poulterer March 22 at 9 Off Rec, 73, Castle St, Canterbury  
 FENN, WILLIAM, Northampton, Carriage Builder March 22 at 12.30 County Court bldg, Northampton  
 FLEMING, ROBERT, Bolton, Carter March 22 at 11.30 16, Wood St, Bolton  
 FORD, ARTHUR RICHARD, Leicester, Baker March 22 at 12.30 Off Rec, 1, Berridge St, Leicester  
 FULFORD, HENRY MULLING, and ROWLAND BAILEY SMITH, Swansea, Cabinet Manufacturers March 22 at 12 Off Rec, 31, Alexandra rd, Swansea  
 GREENE, GEORGE FRED BARNETT, W Hartlepool, Journalist March 22 at 11.30 Off Rec, 25, John St, Sunderland  
 HANDE, BENJAMIN, Shoreditch, Linendraper March 22 at 12 Bankruptcy bldg, Carey St  
 HAWKES, RICHARD, Ripon, Farmer March 22 at 12.15 Union Hotel, Ripon  
 HIGGINS, FRED, Doncaster, Confectioner March 22 at 3.30 Off Rec, Fytree lane, Sheffield  
 JONES, DAVID, Swansea, Carpenter March 22 at 3 Off Rec, 31, Alexandra rd, Swansea  
 JONES, HENRY JAMES, Ealing, Builder March 22 at 11.30 Off Rec, 25, Temple chambers, Temple avenue  
 JONES, JAMES THOMAS, Baitow in Furness, Fruiterer March 22 at 11.30 16, Cornwall St, Baitow in Furness  
 KEET, JOHN CALVIN, Liverpool, Hoiser March 22 at 2 Off Rec, 35, Victoria St, Liverpool  
 KNOWLES, ANN, Sheffield, General Dealer March 22 at 3 Off Rec, Fytree lane, Sheffield  
 LOWE, WILLIAM CHARLES, Hungerford, Licensed Victualler March 22 at 11.30 Off Rec, 16, Shrewsbury  
 LORD, JAMES, Blackburn, Butcher April 10 at 1.30 County Court house, Blackburn  
 MARMON, WALTER BELLAIR, Nailsworth March 22 at 3 Off Rec, 15, King St, Gloucester  
 MOSE, WOOLF, Stepany, Boot Manufacturer March 22 at 11 Bankruptcy bldg, Carey St  
 MYOOCK, WILLIAM STEYING, Masborough, Yorks, Hoiser March 22 at 2.30 Off Rec, Fytree lane, Sheffield  
 PARSONS, ALFRED, Tenterden, Farmer April 1 at 12.30 Young & Sons, Bank bldg, Hastings  
 PEARSON, JOSEPH HENRY, Sunderland, Meat Salesman March 22 at 3 Off Rec, 25, John St, Sunderland  
 PENNINGTON, WILLIAM, Sandkinton, Yorks, Grocer April 1 at 11.30 County house, Northallerton  
 PHILLIPS, THEODORE VICTOR, Brixton, Commercial Clerk March 22 at 12 Bankruptcy bldg, Carey St  
 PRESCOTT, JOHN, Cardiff, Butcher March 22 at 11 Off Rec, 29, Queen St, Cardiff  
 RAMSBOTTOM, THOMAS, Goole, Grocer March 22 at 2.30 Off Rec, 6, Bond street, Wakefield  
 RICHARDS, THOMAS EDENHEZE, Dover, Tailor March 22 at 11 Bankruptcy bldg, Carey St  
 ROBINSON, JOSEPH, Stanhope March 22 at 3.30 Off Rec, 25, John St, Sunderland  
 ROGERS, GEORGE FREDERICK, Notting Hill, Electrical Engineer March 22 at 2.30 Bankruptcy bldg, Carey St  
 ROLLINSON, ARTHUR HENRY, Wakefield, Grocer March 22 at 11 Off Rec, 6, Bond st, Wakefield  
 STANHOPE & Co, J, St Helen's, Pl, Merchants March 22 at 11 Bankruptcy bldg, Carey St  
 STONEMAN, WILLIAM HENRY, Devonport, Dairyman March 22 at 11 10, Athensum ter, Plymouth  
 TURNER, FREDERICK, Etwall, Clerk March 22 at 12.30 Off Rec, 26, James's chambers, Derby  
 WELSH, WHITE, Cheshill, Farmer March 22 at 12 Off Rec, 15, King St, Gloucester  
 WIGG, HARRY OWEN, Liverpool, Draper March 22 at 12 Off Rec, 35, Victoria St, Liverpool  
 WILLIAMS, THOMAS, CANTYON, Butcher March 22 at 12 Railway Hotel, Bangor  
 WOOD, JOHN JAMES, Elmsted, Farmer March 22 at 9.30 Off Rec, 73, Castle St, Canterbury

## ADJUDICATIONS.

ADAMS, ALFRED BREWER, Gt Yarmouth, Publican Gt Yarmouth Pet March 9 Ord March 11  
 ANDREWS, JAMES WILLIAM, West Hartlepool, Bootmaker Sunderland Pet March 12 Ord March 12  
 ASHFORTH, FREDERICK, Blackpool, Goods Clerk Preston Pet Feb 25 Ord March 12  
 ASTON, WILLIAM, Camphilly, Blacksmith Cardiff Pet March 11 Ord March 12  
 AUSTIN, JOSEPH, Leicester, Baker Leicester Pet March 11 Ord March 11  
 BATTY, GEORGE, Lowestoft, Smackowner Gt Yarmouth Pet March 11 Ord March 11  
 BLITH, THOMAS WILMSHURST, Gt Yarmouth, Baker Gt Yarmouth Pet March 12 Ord March 12  
 BREWSTER, WALTER JOHN, Walthamstow, School Board Teacher High Court Pet March 11 Ord March 11  
 BULLER, FRANK THOMAS, Dulwich, Clerk High Court Pet March 11 Ord March 11

BULLOCK, THEODORE W W, Lavender Hill Wandsworth Pet Jan 17 Ord March 12  
 CHILVER, JOHN, and ROBERT CHILVER, Tottington, Farmers Norwich Pet March 9 Ord March 11  
 CLEMON, JOHN, Birmingham, Fruiterer Birmingham Pet Feb 25 Ord March 11  
 CROSS, HENRY, Farleton, Licensed Victualler Kendal Pet March 12 Ord March 12  
 DALEYMPLE, WILLIAM CHARLES, Finsbury pavement, West India Merchant High Court Pet March 11 Ord March 12  
 FAIRHURST, WILLIAM, Bolton, Blacksmith's Striker Bolton Pet March 11 Ord March 11  
 FLEMING, ROBERT, Bolton, Carter Bolton Pet March 12 Ord March 12  
 GOSNEY, GEORGE WILLIAM, Leeds, Provision Merchant Leeds Pet March 11 Ord March 11  
 GUEST, HERBERT, Leigh, Grocer Bolton Pet March 12 Ord March 12  
 HALL, WALTER CLARKE, Lincoln's inn, Solicitor High Court Pet Jan 17 Ord March 9  
 HAWKES, RICHARD, Ripon, Farmer Northallerton Pet Feb 4 Ord March 12  
 HIGGINS, FRED, Doncaster, Confectioner Sheffield Pet March 12 Ord March 12  
 JOLMES, ARTHUR WALTER, Watton, Coal Merchant Watton Pet March 11 Ord March 11  
 KINNEBLEY, JOHN, Leominster, Baker Leominster Pet March 12 Ord March 12  
 LEMAN, GEORGE, 8th Kennington High Court Pet Jan 21 Ord March 11  
 MORGAN, THOMAS LLOYD, Llandovery, Chemist Carmarthen Pet March 9 Ord March 9  
 NETTLETON, ALFRED THOMPSON, Leeds, Saddler Leeds Pet March 11 Ord March 11  
 OFFENHEIM, JOSEPH GUTTMANN, Leeds, Cigar Merchant Leeds Pet March 11 Ord March 11  
 OWEN, ISAAC, Loughor, Collier Carmarthen Pet Feb 19 Ord March 9  
 PALMER, HANNAH HENRY, Woodchurch, Farmer Hastings Pet Feb 9 Ord March 12  
 PATTEN, JAMES HINDS, Newhall, Chemist Burton on Trent Pet March 12 Ord March 12  
 PHILLIPS, THEODORE VICTOR, Brixton, Clerk High Court Pet March 9 Ord March 9  
 PICKLES, BENJAMIN, Halifax, Overlooker Halifax Pet March 12 Ord March 12  
 RAMSBOTTOM, THOMAS, Goole, Grocer Wakefield Pet March 12 Ord March 12  
 RICHARDS, WILLIAM, Loughor, Colliery Manager Carmarthen Pet Feb 19 Ord March 9  
 RICHARDS, THOMAS EDENHEZE, Dover, Tailor Canterbury Pet March 12 Ord March 12  
 SCULL, WILLIAM HENRY, Downham, Ironmonger Metherly Tyddil Pet March 12 Ord March 12  
 STEPHENSON, JOHN HENRY, Marylebone, Warehouseman High Court Pet March 12 Ord March 12  
 STEVENS, CHARLES, Strand, Financial Agent High Court Pet Feb 7 Ord March 12  
 THOMSON, ALFRED, Bow, Estate Agent High Court Pet Feb 13 Ord March 12  
 TROTTER, MARGARET EDENHEZE and JOHN ALEXANDER MACINTYRE, Holloway rd High Court Pet Feb 15 Ord March 11  
 VENTURA, ABRAHAM, and ROSA GAUCIA VENTURA, Liverpool, Provision Merchants High Court Pet Dec 8 Ord March 7  
 WALKER, WILLIAM HENRY, Faringdon, Bootmaker Swindon Pet March 12 Ord March 12  
 WALLS, HARRY DORSET, York, Hairdresser York Pet March 11 Ord March 11

London Gazette.—TUESDAY, March 19.

## RECEIVING ORDERS.

ANDERSON, WILLIAM HENRY, Birmingham, Wine Merchant Birmingham Pet March 12 Ord March 12  
 BARTON, JOHN HENRY, Gt Grimsby, Grocer Gt Grimsby Pet March 4 Ord March 15  
 BECKETT, WILLIAM, Rector, Watchmaker Easter Pet March 15 Ord March 15  
 BENKAS, ALBERT, Stourbridge, Builder Stourbridge Pet March 15 Ord March 15  
 CHRISTENSEN, ALFRED FREDRICK, Leeds, Professor of Music Leeds Pet March 12 Ord March 12  
 COLLETT, THOMAS, Ashton under Lyne, Ironmonger Ashton under Lyne Pet March 16 Ord March 16  
 CROSBY, WILLIAM, Paul, Market Gardener Tynes Pet March 16 Ord March 16  
 ELLIOTT, SAMUEL, Old Broad St High Court Pet March 14 Ord March 14  
 FARRHAW, JOHN GARNARD, Albert gate, Gent High Court Pet Feb 27 Ord March 15  
 GRACE, MARIE ELIZABETH, Wakefield, Cartve Wakefield Pet March 15 Ord March 15  
 GRIVITTRE, JOSEPH ALLEN, Shrewsbury, Farmer Shrewsbury Pet March 14 Ord March 14  
 HARRISON, WILLIAM, Hipswell, Yorks, Farmer Northallerton Pet March 14 Ord March 14  
 HARTSHILL, EDWARD GEORGE, 8 Harewood, Gent High Court Pet Feb 25 Ord March 15  
 HAVARD, THOMAS, Aberdare, Draper Aberdare Pet March 14 Ord March 14  
 HUNTWOOD, SIR JOHN WILLIAM, Ashford, Kent, Baronet Canterbury Pet March 9 Ord March 15  
 HOWELL, JOSEPH, Withington, Farmer Hereford Pet March 16 Ord March 16  
 HUGHES, WILLIAM HUNTLEY, Greenchurch St, Solicitor High Court Pet Feb 27 Ord March 15  
 HUMPHREYS, WILLIAM, Aberkiss, Farmer Fortmadoc Pet Feb 27 Ord March 15  
 HUNTER, ROBERT ARTHUR, Southsea, Engineer Portsmouth Pet Feb 25 Ord March 15  
 IYRE, ROBERT HAWTHORN, Norwich, Chemist Norwich Pet March 16 Ord March 16  
 JONES, HENRY, Chesham, Wheelwright Chesham Pet March 15 Ord March 15

KLEIN, JOSEPH, Didsbury, Clerk Manchester Pet March 13 Ord March 13  
 LANPORT, FREDERICK GEORGE, Lambeth, Job Master High Court Ord March 15 Pet March 15  
 LAWRENCE, ISAAC, Middlesbrough, Coal Dealer Stockton on Tees Pet March 13 Ord March 13  
 LEAHMONT, GEORGE, Llangefni, Coachbuilder Bangor Pet March 4 Ord March 15  
 LOCK, JAMES, Penryn, Grocer Pontypidd Pet March 14 Ord March 14  
 OWEN, JOHN DAVIES, Pembrey, Grocer Carmarthen Pet March 13 Ord March 14  
 PARKINSON, ROBERT, Blackburn, Innkeeper Blackburn Pet March 14 Ord March 14  
 PEAK, ARTHUR NEWTON, Kingston upon Hull, Gardener Kingston upon Hull Pet March 14 Pet March 14  
 PLATT, HENRY, Crews, Ale Merchant Nantwich Pet March 14 Ord March 14  
 POOLS, WILLIAM, Crews, Hairdresser Nantwich Pet March 14 Ord March 14  
 POPPLEWELL, SARAH, and HERBERT POPPLEWELL, Mirfield, Oil Extractors Dewsbury Pet March 14 Ord March 14  
 POTTY, ROBERT, West Smethwick, Builder West Bromwich Pet March 15 Ord March 15  
 PRIESTMAN, THOMAS, Kingston upon Hull, Solicitor Kingston upon Hull Pet March 15 Ord March 15  
 ROBERTS, JOHN ARTHUR, Whitechurch, Salop, Licensed Victualler Nantwich Pet March 15 Ord March 15  
 RYALL, HENRY JOHN, Marshull, Brickmaker Salisbury Pet March 15 Ord March 15  
 SCHAFFNER, LAZARUS MORRIS, Leeds, Cabinet Maker Leeds Pet March 15 Ord March 15  
 SWANEY, GEORGE WADDE, King William st, Iron Merchant High Court Pet Feb 28 Ord March 14  
 SIMMONDS, HENRY JOSHUA, Stepney, Ironmonger High Court Pet Feb 19 Ord March 14  
 SPITTLE, THOMAS, Wednesbury, Egg Merchant Walsall Pet March 13 Ord March 13  
 STEVENS, VICTOR, Malda Vale, Actor High Court Pet March 5 Ord March 15  
 TATTEBELL, JAMES GRANVILLE, Canterbury Canterbury Pet Feb 8 Ord March 15  
 THOMAS, DAVID, Swansea, Grocer Swansea Pet March 14 Ord March 14  
 THOMAS, G. A., Finsbury pavement High Court Pet Feb 14 Ord March 14  
 THOMAS, JOSEPH, Newport, Mon, Boot Dealer Newport, Mon Pet March 16 Ord March 16  
 WILKS, JOSEPH, Bradford, Stationer Bradford Pet March 14 Ord March 14  
 WILSON, GEORGE, Ingleby Greenhow, Butcher Stockton on Tees Pet March 15 Ord March 15  
 WOODHOUSE, SAMUEL, Huddersfield, Saddler Huddersfield Pet March 15 Ord March 15  
 WOOLRIDGE, FREDERICK, Dudley, Licensed Victualler Dudley Pet March 11 Ord March 11

## FIRST MEETINGS.

ADAMS, ALFRED BREWER, Gt Yarmouth, Publisher March 26 at 10.30 Lovell's Blake, 8 Quay, Gt Yarmouth  
 ARNORTH, FREDERICK, Blackpool, Goods Clerk April 26 at 2.30 Off Rec, 14, Chapel st, Preston  
 ARNORTH, EDWIN THOMAS, Manchester, Smallware Merchant March 27 at 2.30 Ogden's chambers, Bridge st, Manchester  
 BADLEY, WILLIAM DOCKITT, Holme Hale, Farmer March 30 at 1 Off Rec, 8, King st, Norwich  
 BARTLETT, WILLIAM, Paington, Farmer March 26 at 3 10, Athenaeum ter, Plymouth  
 BATTY, GEORGE, Lowestoft, Snackowner March 26 at 10.45 Lovell's Blake, 8 Quay, Gt Yarmouth  
 BERRY, CHARLES, Eastbourne, Greengrocer April 3 at 12 Cole & Sons, Seaside rd, Eastbourne  
 BEVIS, ARTHUR, & Co, Burslem, Grocers March 26 at 10 2, Off st, Hereford  
 BLITH, THOMAS WILMURST, Gt Yarmouth, Baker March 30 at 11.30 Off Rec, 8, King st, Norwich  
 BREWSTER, WALTER JOHN, Walsingham, School Board Teacher March 26 at 11 Bankruptcy bldg, Carey st  
 BROWN, C. Queen's Park, Grocer March 29 at 11 Bankruptcy bldg, Carey st  
 BRYANT, WILLIAM, Baity Dock, Wine Merchant March 29 at 11 Off Rec, 29, Queen st, Cardiff  
 BULLER, FRANK THOMAS, Paddington, Clerk March 26 at 2.30 Bankruptcy bldg, Carey st  
 CALVERT, JOHN TRALE, Clothier March 27 at 11 Off Rec, 25, Park row, Leeds  
 CHILVERS, JOHN, and ROBERT CHILVERS, Tottington, Wheelwrights March 30 at 12 Off Rec, 8, King st, Norwich  
 COGAN, JOHN LONGMAN, Coleman st, Wine Merchant March 29 at 12 Bankruptcy bldg, Carey st  
 CUTHBERT, ALFRED, Kingston upon Hull, Lessor March 27 at 11 Off Rec, Trinity House lane, Hull  
 DALEY, WILLIAM CHARLES, Finsbury pavement, West India Merchant March 26 at 12 Bankruptcy bldg, Carey st  
 ELLIOTT, SAMUEL, Old Broad st, Joiner March 29 at 12 Bankruptcy bldg, Carey st  
 FITT F W, Chamberwell, Grocer March 26 at 2.30 Bankruptcy bldg, Carey st  
 GARDINER, JOHN D. BERNARDSEY, Haulier March 26 at 12 Bankruptcy bldg, Carey st  
 GRACE, MARIE ELIZABETH, Wakefield, Carver Wakefield Pet March 15 Ord March 15  
 GREGORY, JAMES, Moseley, Concert Hall Manager Birmingham Pet Dec 21 Ord March 16  
 GUMST, HERBERT, Leigh, Grocer March 27 at 11 16, Wood st, Bolton  
 HANNAFORD, FARNELL, Plymouth, Forage Dealer Plymouth Pet March 13 Ord March 15  
 JACOBS, HENRY LEWIS, Tailor March 29 at 11 Bankruptcy bldg, Carey st  
 JORDAN, ARTHUR WILLIAM, Sykes Foundry March 26 at 11 25, Coleridge row, Birmingham

JULNES, ARTHUR WALTER, Watton, Coal Merchant March 30 at 12.30 Off Rec, 8, King st, Norwich  
 KLEIN, JOSEPH, Didsbury, Clerk March 27 at 3 Ogden's chambers, Bridge st, Manchester  
 LOVELY, HERBERT, Baling, Printer March 26 at 3 Off Rec, 95, Temple chambers, Temple avenue  
 MOTLOW, JOSEPH HENRY, and BERT MOTLOW, Bilston, Galvanisers March 27 at 3 Off Rec, Wolverhampton  
 NETTLETON, ALFRED THOMPSON, Leeds, Saddler March 27 at 12 Off Rec, 22, Park row, Leeds  
 ORBAN, JOHN, Hawker March 26 at 10 2, Off st, Hereford  
 OWEN, JOHN DAVIES, Pembrey, Grocer March 30 at 11.30 Off Rec, 11, Quay st, Carmarthen  
 PALMER, HARMAN HENRY, Woodchurch, Farmer April 1 at 13 Young & Son, Bank bldg, Hastings  
 PARKINSON, ROBERT, Blackburn, Copper Worker March 27 at 2.15 County Court House, Blackburn  
 PATTEN, JAMES HINDS, Newhall, Chemist March 27 at 2.30 Off Rec, St James's chambers, Derby  
 PORTER, JOHN, and WALTER PORTER, Bath, Auctioneers March 27 at 12 Off Rec, Bank chambers, Corn st, Bristol  
 PICKLES, BENJAMIN, Halifax, Overlooker March 27 at 11 Off Rec, Townhall chambers, Halifax  
 PRIESTMAN, THOMAS, Kingston upon Hull, Solicitor March 27 at 12 Off Rec, Trinity House lane, Hull  
 RAWLINS, EDWARD JEFFERY, Dalston, General Dealer March 27 at 11 Bankruptcy bldg, Carey st  
 REES, JOHN THOMAS, Aberkenig, Grocer March 26 at 11 Off Rec, 29, Queen st, Cardiff  
 SMITH, DANIEL NORMAN WILLOUGHBY, Margate, Lodging house Keeper March 29 at 12 Off Rec, 73, Castle st, Canterbury  
 SPILERS, ALBERT, Cliffton, Collier March 27 at 12 Off Rec, Marshy Tyn  
 STEVENSON, JOHN HENRY, Bryanston sq, Carpet Warehouseman March 26 at 11 Bankruptcy bldg, Carey street  
 STEVENS, CHARLES, Strand, Financial Agent March 27 at 2.30 Bankruptcy bldg, Carey st  
 TANTON, GEORGE, Gt Chart, Farmer March 29 at 12.30 Off Rec, 73, Castle st, Canterbury  
 THOMSON, ALFRED, Bow, Estate Agent March 27 at 12 Bankruptcy bldg, Carey st  
 VIRTUE, JANE, Bridgend March 26 at 11.30 Off Rec, 29, Queen st, Cardiff  
 WALLS, HARRY DOBSON, York, Hairdresser March 27 at 12.30 Off Rec, York  
 WALTER, WILLIAM GEORGE, Northampton, Carver March 30 at 12.30 County Court bldg, Northampton

## ADJUDICATIONS.

ARL, ROWLAND, Burslem, Grocer Hereford Pet Feb 26 Ord March 14  
 ALLISON, WILLIAM, Nottingham, Draper Nottingham Pet March 13 Ord March 13  
 ARTELL, HANNAH TODD, Crews, Painter Nantwich Pet March 13 Ord March 14  
 BRIBBLE, JOSEPH, Exeter, Watchmaker Exeter Pet March 15 Ord March 15  
 BERNAS, ALBERT, Stourbridge, Builder Stourbridge Pet March 15 Ord March 15  
 BICKLEY, ALBERT EDWARD, Bristol, Builder Bristol Pet Feb 25 Ord March 15  
 CHRISTENSEN, ALFRED FERDINAND, Leeds, Professor of Music Leeds Pet March 13 Ord March 13  
 CLARKE, JAMES, Purton, China Dealer Swindon Pet Feb 19 Ord March 16  
 CUSHAW, WILLIAM, Paul, Gardener Truro Pet March 15 Ord March 16  
 GILES, WALTER, Kingston on Thames, Poulterer Kingston, Surrey Pet Feb 7 Ord March 14  
 GLOVER, WILLIAM SCOTTIE, Sharnford, Carpenter Leicester Pet Feb 16 Ord March 5  
 GRACE, MARIE ELIZABETH, Wakefield, Carver Wakefield Pet March 15 Ord March 15  
 GREGORY, JAMES, Moseley, Concert Hall Manager Birmingham Pet Dec 21 Ord March 16  
 GRIFFITHS, JOSEPH ALLEN, Shrewsbury, Farmer Shrewsbury Pet March 14 Ord March 14  
 HANNAFORD, FARNELL, Plymouth, Forage Dealer Plymouth Pet March 13 Ord March 15  
 HARRISON, WILLIAM, Hipswell, Yorks, Farmer Northallerton Pet March 14 Ord March 14  
 HAYARD, THOMAS, Aberdare, Draper Aberdare Pet March 14 Ord March 14  
 HOWELL, JOSEPH, Withington, Farmer Hereford Pet March 16 Ord March 16  
 IYER, ROBERT HANWORTH, Norwich, Chemist Norwich Pet March 14 Ord March 14  
 JONES, HENRY, Cheltenham, Wheelwright Cheltenham Pet March 15 Ord March 15  
 LANPORT, FREDERICK GEORGE, Lambeth, Jobmaster High Court Pet March 15 Ord March 15  
 LAWRENCE, ISAAC, Middlesbrough, Coal Dealer Stockton on Tees Pet March 13 Ord March 13  
 LOCK, JAMES, Penryn, Grocer Pontypidd Pet March 14 Ord March 14  
 MILLER, EDWARD, Kington, Horse Dealer High Court Pet Feb 16 Ord March 14  
 MOTLOW, JOSEPH HENRY, and BERT MOTLOW, Bilston, Galvanisers Wolverhampton Pet March 8 Ord March 15  
 OWEN, JOHN DAVIES, Pembrey, Grocer Carmarthen Pet March 13 Ord March 14  
 PARKINSON, ROBERT, Blackburn, Copper Worker Blackburn Ord March 14 Ord March 14  
 PEAK, ARTHUR NEWTON, Kingston upon Hull, Gardener Kingston upon Hull Pet March 14 Ord March 14  
 PRANCE, HENRY SAMUEL, Bristol, Butcher High Court Pet Jan 9 Ord March 14  
 FREEMAN, JOHN JAMES, Hampton Hill, Coal Merchant Kingston, Surrey Pet Feb 13 Ord March 15

POPPELWELL, SARAH, and HERBERT POPPELWELL, Mirfield, Oil Extractors Dewsbury Pet March 14 Ord March 14  
 POTTY, ROBERT, West Smethwick, Builder West Bromwich Pet March 15 Ord March 15  
 RADFORD, LESLIE CHARLES, Teddington, Gent High Court Pet Feb 15 Ord March 14  
 ROBINSON, SOLOMON, Tonypany, Furniture Dealer Pontypidd Pet July 10, 1894 Ord Aug 14, 1894  
 ROLFE, GEORGE CARTER, Hinxhill, Farmer Canterbury Pet Jan 21 Ord March 14  
 RYALL, HENRY JOHN, Marshull, Brickmaker Salisbury Pet March 14 Ord March 15  
 SCHAFFNER, LAZARUS MORRIS, Leeds, Cabinet Maker Leeds Pet March 15 Ord March 15  
 SIMS, HENRY, and CHARLES HENRY SIMS, Cheltenham, Drapers Cheltenham Pet March 1 Ord March 16  
 SIBSON, WILLIAM, Manchester, Accountant Manchester Pet Oct 11 Ord March 13  
 SMITH, DANIEL NORMAN WILLOUGHBY, Margate, Lodging house Keeper Canterbury Pet March 9 Ord March 14  
 SMITH, JAMES, High Wycombe, Timber Merchant Aylesbury Pet Jan 5 Ord March 16  
 THOMAS, DAVID, Swansea, Grocer Swansea Pet March 16 Ord March 14  
 THOMAS, JOSEPH, Newport, Mon, Boot Dealer Newport, Mon Pet March 13 Ord March 16  
 WILKS, JOSEPH, Bradford, Stationer Bradford Pet March 14 Ord March 14  
 WILSON, GEORGE, Ingleby Greenhow, Butcher Stockton on Tees Pet March 15 Ord March 15  
 WOODHOUSE, SAMUEL, Huddersfield, Saddler Huddersfield Pet March 15 Ord March 15  
 WOOLRIDGE, FREDERICK, Dudley, Licensed Victualler Dudley Pet March 11 Ord March 11

## SALES OF ENSUING WEEK.

March 27.—Messrs. SEGRAVE, BROWETT, & TAYLOR, at the Mart, E.C., at 2 o'clock, Freehold Properties (see advertisement, March 9, p. 4).  
 March 28.—Messrs. STIMSON & SONS, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Ground-rents, and Freehold Properties (see advertisements, March 16, p. 4).

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